

- 1 - Agenda, April 4 2023 BOCC Regular Meeting
- 2 - BoHS, Comprehensive Civil Rights Plan
- 3 - Alcohol Beverage Lic 03-02906, Irwin Backcountry Guides LLC dba Movie Cabin
- 4 - Calendar Scheduling, Mar 31 - May 2 2023
- 5a - Minutes, Feb 21 2023 Regular Meeting
- 5b - Minutes, Feb 28 2023 Special Meeting
- 6 - consent 1 - Professional Svcs Agreemt, Employers Council for EDI\_B consulting
- 6 - consent 2 - Professional Svcs Agreemt, Otis Elevator Company
- 6 - consent 3 - Letter of Support, Sno Trackers
- 6 - consent 4 - MOA, WCU and Gunnison Co, for GOCO Fellowship
- 6 - consent 5 - Professional Svcs Agreemt, ACTenviro
- 6 - consent 6 - Daniels Fund Grant Letter of Agreemt, GCSAPP
- 6 - consent 7 - Amended Opioid Settlement IGA with Town of Pitkin
- 6 - consent 8 - Contractor Agreement, Hearing Officer W Sorrentino
- 6 - consent 9 - Project Hope MOU with GVM, GCSAPP, DHHS
- 7 - Transportation Alternatives Program Grant Application

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

**DATE:** Tuesday, April 4, 2023

**Page 1 of 2**

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

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

- 8:30 am
- Call to Order
  - Approval for Comprehensive Civil Rights Plan; outlines Equal Opportunity Policy and Complaint Procedures, as required by Colorado Department of Health Care Policy & Financing (HCPF)
  - Adjourn

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:35 am
- Call to Order
  - Alcohol Beverage License #03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; Effective Dates 5/20/2023 – 5/20/2024
  - Adjourn

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

- 8:37 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes
    1. February 21, 2023 Regular Meeting
    2. February 28, 2023 Special 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. Acknowledgment of County Manager's Signature; Professional Services Agreement with Employers Council; for new Equity, Diversity, Inclusion & Belonging (EDI & B) Committee consulting services; 4/04/2023 - 8/31/2023; \$26,300
    2. Acknowledgment of County Manager's Signature; Professional Services Agreement; Otis Elevator Company; for Airport elevator maintenance; 3/01/2023 - 2/29/2024; \$9,440
    3. Approval for Letter of Support, Sno Trackers Capital Grant application
    4. Approval for Memorandum of Agreement between Western Colorado University and Gunnison County; to document the cooperation between Western and Gunnison County, in partnership to manage the GOCO Fellowship grant
    5. Acknowledgement of County Manager's Signature; Professional Services Agreement; ACTenviro; for collection/disposal of items in the household hazardous waste clean-up event; 3/21/2023 - 4/28/2023; up to \$39,566
    6. Approval for Daniel's Fund Grant Letter of Agreement; Gunnison County Substance Abuse Prevention Program (GCSAPP); to support Choice Pass programming; 3/31/2023 - 3/30/2024; \$50,000
    7. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Pitkin; establishing how settlement funds shall be divided and distributed

*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, April 4, 2023

**Page 2 of 2**

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

8. Approval for Contractor Agreement; Walter A. Sorrentino; for CBOE Hearing Officer services; 10/01/2023 - 10/31/2024; \$65 per hour
9. Approval for Project Hope of Gunnison Valley Memorandum of Understanding with Gunnison Valley Mentors (GVM), Gunnison County Substance Abuse Prevention Program (GCSAPP), and Gunnison County Department Health and Human Services (DHHS); for joint application to the OVW Fiscal Year 2023 Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program grant

- County Manager's Reports:
  1. Whetstone Project Implementation

8:47 • Approval for a Transportation Alternatives Program (TAP) grant application; for construction of a pedestrian underpass at Highway 135 and Brush Creek Road

- 8:52 am • **Unscheduled Public Comment:** 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. sec. 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 Land Jack LLC v. Clark, Gunnison County District Court No. 2023CV30011
  - Adjourn

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

**Agenda Item:** Approval for Comprehensive Civil Rights Plan; outl

**Action Requested:** Other Board of Human Services Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is a Civil Rights Policy that is being required by HCPF outlining our Equal Opportunity Policy and Complaint Procedure. It has been reviewed by the Gunnison CAO.

**Fiscal Impact:**

**Submitted by:** Brad Wheaton

**Submitter's Email Address:** bradford.wheaton@state.co.us

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/30/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/30/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/4/2023



Comprehensive Civil Rights Plan  
Gunnison County Department of Health & Human Services

220 N Spruce St.  
Gunnison, CO 81230  
Voice: 970-641-3244  
FAX: 970-641-3738

**Contact Persons**

Civil Rights: Brad Wheaton, Gunnison County DHHS Deputy Director  
220 N Spruce Street  
Gunnison, CO 81230

ADA: Brad Wheaton, Gunnison County DHHS Deputy Director  
220 N Spruce Street  
Gunnison, CO 81230

This plan is available in the public reception area of the Gunnison County Department of Health and Human Services at 220 N Spruce Street, Gunnison, CO 81230

**Americans with Disabilities Act Advisory**

This information is available in accessible formats to individuals with disabilities and for information about equal access to services by contacting Brad Wheaton at the contact information above.

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## **PURPOSE**

As a recipient of Federal Financial Assistance, Gunnison County Department of Health and Human Services is responsible for providing core services to assist and support Colorado's most vulnerable individuals and families so they can meet their basic needs and be treated with respect and dignity. Gunnison County Department of Health and Human Services has a civil rights plan to ensure that all eligible individuals receive equal access to program services and information. Its programs are operated in a nondiscriminatory way, without regard to race, color, national origin, age, disability, sex, sexual orientation, religion, political beliefs, creed and public assistance status. In medical programs, sex includes sex stereotypes and gender identity under any health program or activity receiving federal funds.

The civil rights plan also serves as a source of information for Gunnison County Department of Health and Human Services staff and the general public. The plan sets out the Agency's civil rights administrative policies and procedures, identifying key contacts within the Agency and linking the reader to applicable state and federal civil rights laws and resources. The plan is not a substitute for applicable laws, nor is it a rule itself. It is intended to provide guidance for staff and information to the public. It is not intended to create new law, nor does it impose legally binding requirements, duties or obligations.

## **LEGAL AUTHORITIES**

1. Title VI of the Civil Rights Act of 1964 (race, color, national origin)
2. Section 504 of the Rehabilitation Act of 1973 (disability)
3. Section 508 Amendment of the Rehabilitation act of 1973 (disability)
4. Title II of the Americans with Disabilities Act of 1990; state and local government services (disability)
5. Age Discrimination Act of 1975 (age)
6. Section 1557 of the Patient Protection and Affordable Care Act (added sex discrimination in health care programs)
7. Nondiscrimination Provisions of the Omnibus Budget Reconciliation Act of 1981 (Federal Block Grants)
  - Community Services Block Grant (race, color, national origin, sex) Remaining Block Grants (race, color, national origin, age, disability, sex, religion)
  - Social Services Block Grant
  - Maternal and Child Health Services Block Grant
  - Projects for Assistance in Transition from Homelessness Block Grant
  - Preventive Health and Human Services Block Grant
  - Community Mental Health Services Block Grant
  - Substance Abuse Prevention and Treatment Block Grant
8. Title IX of the Education Amendments of 1972 (sex)
9. Family Violence Prevention and Services Act (race, color, national origin, age, disability, sex, religion)

10. Food Stamp Act of 1977 (As Amended Through P.L. 108-269, 2004)
11. Nondiscrimination Compliance Requirements in the Food Stamp Program, Food and Nutrition Service, US Department of Agriculture
12. Bilingual Requirements in the Food Stamp Program, Food and Nutrition Service, US Department of Agriculture
13. FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, Food and Nutrition Service, US Department of Agriculture (2005)
14. Equal Opportunity for Religious Organizations in USDA Regulation
15. Colorado Anti-Discrimination Act (CADA)

### **CIVIL RIGHTS CONTACT PERSON**

Gunnison County Department of Health and Human Services designates Brad Wheaton to serve as the Agency's Civil Rights Contact on civil rights matters. Mr. Wheaton meets the requirements outlined in 10 CCR 2505-5:1.020.7(1)(a) and HCPF OM 22-014.

Contact Person	Brad Wheaton
Telephone	970-641-7939
Email	<a href="mailto:bradford.wheaton@state.co.us">bradford.wheaton@state.co.us</a>

## **EQUAL OPPORTUNITY POLICY**

### **Gunnison County Department of Health and Human Services Policy for Equal Opportunity in Service Delivery**

It is the policy of Gunnison County Department of Health and Human Services to make sure that program benefits and services are made available to everyone and provided to all eligible individuals without discrimination, in compliance with civil rights laws.

Gunnison County Department of Health and Human Services employees, services, programs, benefits and policies will not discriminate against applicants, clients or members of the public because of race, color, national origin, sex, sexual orientation, age, creed, religion, political beliefs, disability or public assistance status. "Sex" includes sex stereotypes and gender identity under any medical or health program receiving federal financial assistance, such as Medical Assistance, CHIP programs, health clinics, insurance companies and state health insurance exchanges. Gunnison County Department of Health and Human Services employees, programs and policies must also allow physical and program access for people with disabilities.

This civil rights policy covers Gunnison County Department of Health and Human Services' full range of services, programs and benefits, including but not limited to, access to information about services, eligibility determinations and intake, admission procedures and treatment. The policy applies to the agencies and providers receiving federal and state funds under contracts, licenses and other arrangements with Gunnison County Department of Health and Human Services. The Colorado Anti-Discrimination Act (CADA) also applies to the work of Gunnison County Department of Health and Human Services and the agencies carrying out the work of Gunnison County Department of Health and Human Services.

Some state laws provide greater protections than federal law. In these cases, Gunnison County Department of Health and Human Services will follow state law.

#### **Program Accessibility Policy for People with Disabilities**

Gunnison County Department of Health and Human Services and all of its services, programs and benefits are accessible to and usable by people with disabilities, including people with hearing loss, low vision and other sensory disabilities.

To avoid disability discrimination, Gunnison County Department of Health and Human Services will:

- Notify the public about the rights and procedures for people with disabilities under the Americans with Disabilities Act
- Designate an ADA Coordinator and maintain a complaint procedure.
- Make sure that its buildings are physically accessible for people with disabilities.
- Assist individuals with disabilities to apply and qualify for benefits based on their eligibility.

- Provide appropriate auxiliary aids and services, including accessible formats, to ensure effective communication with people with disabilities.
- Provide services, programs and benefits that are accessible to and usable by qualified people with disabilities.

**Physical access includes:**

- Convenient off-street parking designated specifically for people with disabilities.
- Curb cuts and ramps between parking areas and the Gunnison County Department of Health and Human Services buildings.
- Level access into the first floor of Gunnison County Department of Health and Human Services building.

**Reasonable Modifications to Policies, Procedures or Practices**

Gunnison County Department of Health and Human Services will make reasonable modifications to its policies, procedures or practices when necessary to avoid discrimination on the basis of disability, unless Gunnison County Department of Health and Human Services can demonstrate that making the modifications would fundamentally alter the nature of the services, programs or benefits.

**Effective Communication and Auxiliary Aids and Services**

Gunnison County Department of Health and Human Services will take appropriate steps to ensure that communications with people with disabilities and companions with disabilities are as effective as communications with others. To ensure effective communications, Gunnison County Department of Health and Human Services will provide auxiliary aids and services, including accessible formats, so that people with disabilities can receive services, programs and benefits and participate in them in the same way as people without disabilities. Auxiliary aids and services include qualified readers, writers and interpreters who convey information effectively, accurately and impartially using any necessary specialized vocabulary.

To determine what types of auxiliary aids or services are necessary, Gunnison County Department of Health and Human Services will give primary consideration to the requests of people requesting the auxiliary aid or services unless it would fundamentally alter the nature of the service, program or benefit or cause an undue administrative or financial burden. If this happens, Gunnison County Department of Health and Human Services will find another equally effective auxiliary aid or service.

## **COMPLAINT RESOLUTION PROCEDURE**

### **Gunnison County Department of Health and Human Services Civil Rights Complaint Procedure**

You have the right to equal access to services, if you are an applicant, client or member of the public trying to gain access to human services program information or benefits. Gunnison County Department of Health Human Services has a civil rights complaint procedure that provides prompt and thorough resolution of civil rights complaints.

Civil rights complaints allege discrimination. You have a right to file a civil rights complaint if you believe you have been discriminated against because of your race, color, national origin, sex, sexual orientation, age, creed, religion, political beliefs, disability or public assistance status. Sex includes sex stereotypes and gender identity discrimination that occurs in medical or health programs, insurance companies and state health insurance exchanges.

It is against the law for anyone who works for or contracts with Gunnison County Department of Health and Human Services to retaliate against a person who files a complaint or who cooperates in the investigation of a civil rights complaint.

To file a complaint, ask for the Department's equal opportunity policy, complaint resolution procedure and complaint form. Use the contact information below to file a complaint. You can also review the law and regulations that outlaw discrimination in the Civil Rights Contact's office.

Brad Wheaton, Deputy Director  
Gunnison County Department of Health and Human Services  
220 N Spruce St.  
Gunnison, CO 81230  
970-641-3244 (voice)  
970-641-3738 (fax)  
[bradford.wheaton@state.co.us](mailto:bradford.wheaton@state.co.us)

### **Arrangements for People with Disabilities**

Gunnison County Department of Health and Human Services will make appropriate arrangements to ensure that people with disabilities are provided reasonable modifications or effective communications, if needed, to participate in the complaint process. Reasonable modifications or effective communications include, but are not limited to, providing interpreters for people who are deaf or hard-of-hearing, providing taped cassettes and accessible formats for people who are blind or have low vision and assuring a physically accessible location for complaint proceedings. The Civil Rights Contact (or designee) is responsible for working with people who file complaints to make appropriate arrangements.

## Procedure

- Civil rights complaints must be submitted to the Civil Rights Contact within 180 days of the date the alleged discrimination occurred.
- A complaint must be in writing and contain the name and address of the person filing it. Other important contact information is telephone number, relay number and email address. The complaint must state the problem or action alleged and the relief desired. If you need assistance with your complaint, the Civil Rights Contact will help you.
- The agency must conduct an investigation of the complaint. The investigation may be formal or informal, but it must be thorough and timely. People who have an interest in the complaint must have an opportunity to submit relevant evidence about the complaint. The County agency will issue a written decision on the complaint, to the complainant and the state department, within 30 days after its filing. The written decision will state whether the allegations were substantiated. The County will maintain the complaint records and files for three (3) years. Gunnison County Department of Health and Human Services will track all complaints, outcomes and business practices changes instituted as a result of complaints. Complaints about program rules are not civil rights complaints and will be resolved through a different complaint process.
- The person filing the complaint may appeal the decision by writing to Joni Reynolds, Health and Human Services Executive Director, 220 North Spruce, Gunnison, CO 81230 within fifteen (15) days of receiving the written decision. Joni Reynolds, Health and Human Services Executive Director, will issue a written decision, to the complainant and the state department, in response to the appeal no later than 15 days after the appeal is filed. This decision is final. This appeal process is not the same as filing a fair hearings appeal through the Colorado Department of Human Services (CDHS) or Colorado Health Care Policy & Finance (HCPF) appeals processes.
- The person filing the complaint must be informed that he/she can file a discrimination report directly with the US Department of Health and Human Services Office for Civil Rights or the US Department of Agriculture (USDA) for the Supplemental Nutrition Assistance Program (SNAP) Program.

### **To file a complaint directly with the US Department of Health and Human Services:**

The US Department of Health and Human Services Office for Civil Rights prohibits discrimination in its programs because of race, color, national origin, age, disability, sex or religion. Sex includes sex stereotypes and gender identity discrimination that occurs in medical or health programs and clinics receiving federal financial assistance; these are programs such as Medicaid, CHIP programs, insurance companies and state health insurance exchanges under Title I of the Affordable Care Act. Contact the federal agency directly through their online portal at [OCR Complaint Portal](#), by mail to: Centralized Case Management Operations; US Department of Health and Human Services; 200 Independence Ave, SW; Room 509F HH Bldg; Washington, DC 20201 or via email at [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov).

### **To file a complaint directly with USDA:**

In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Services at 800-877-8339 or 800-845-6136 (Spanish). Additionally, program information may be made in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#) (AD-3207) found online at [USDA Discrimination Complaint](#) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, send an email to [CR-Info@usda.gov](mailto:CR-Info@usda.gov) or call 866-632-9992. Individuals who are deaf, hard of hearing or have speech disabilities may use the Federal Relay Service 800-877-8339 or 800-845-6136 (Spanish). The form should be submitted by one of the following methods:

1. Mail to USDA; Director, Center for Civil Rights Enforcement; 1400 Independence Avenue, SW; Washington DC 20250-9410.
2. Fax to 202-690-7442.
3. Email to [program.intake@usda.gov](mailto:program.intake@usda.gov).

**To file a complaint directly with the State of Colorado:**

The person filing the complaint must also be informed of the right to file a discrimination complaint directly to the State of Colorado. Complaints can be made through any of the following channels:

Utilize the HCPF Department's Civil Rights complaint processes by submitting the [Discrimination Complaint Form](#) or by contacting [hcpf504ada@state.co.us](mailto:hcpf504ada@state.co.us).

Utilize the Colorado Civil Rights Division complaint process by completing the [CaseConnect Civil Rights Form](#) or contacting [dora\\_ccrd@state.co.us](mailto:dora_ccrd@state.co.us). The Colorado Civil Rights Division (CCRD) is the State of Colorado's authority for the Colorado Anti-Discrimination Act (CADA).

Contact the Denver branch of the US Department of Health and Human Services Office of Civil Rights at 1961 Stout Street, Room 08-148; Denver CO 80294-3538; 200-368-1019 (voice); 202-619-3818 (fax); 800-537-7697 (TDD); [ocrmail@hhs.gov](mailto:ocrmail@hhs.gov) (email).

Gunnison County Department of Health and Human Services is not an enforcement agency. It can investigate situations where policies prohibiting discrimination may have been violated. You are always free to file a discrimination complaint with other appropriate agencies, including enforcement agencies.

**Assistance in filing your complaint**

If you have questions or need help to file your complaint, the Civil Rights Contact Person can assist but cannot provide legal advice.

### **Civil Rights Plan Administration**

Gunnison County Department of Health and Human Services will administer its Civil Rights Plan by doing the following:

- Providing its comprehensive civil rights plan in the Department reception areas in all locations. The plan is available to applicants, clients, members of the public, employees, volunteers and contractors.
- Posting the comprehensive civil rights plan on the Department's website.
- Reviewing the comprehensive civil rights plan annually with all staff.
- Conducting annual SNAP civil rights training for appropriate staff.

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

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**Agenda Item:** Alcohol Beverage License #03-02906; Irwin Backcoun

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

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

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Liquor License renewal for Irwin Backcountry Guides LLC dba Movie Cabin

**Fiscal Impact:**

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

**Submitter's Email Address:** ksimillion@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 3/29/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/29/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 4/4/2023

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-02906**

to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 05.20.2023 - 05.20.2024

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

*Kathy Simillion*      *3-23-2023*  
\_\_\_\_\_  
Gunnison County Clerk      Date      Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC  
dba MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
Crested Butte CO 81225**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-02906</b>	License Expires at Midnight <b>May 20, 2024</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 3/24/2023 CG

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**MOVIE CABIN  
 PO BOX 1807  
 Crested Butte CO 81224**

Fees Due		
Renewal Fee		550.00
Storage Permit	\$100 X <u>1</u>	\$ 100
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		<b>\$ 650</b>

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name IRWIN BACKCOUNTRY GUIDES LLC		Doing Business As Name (DBA) MOVIE CABIN	
Liquor License # 03-02906	License Type Tavern (county)		
Sales Tax License Number 30178000002	Expiration Date 05/20/2023	Due Date 04/05/2023	
Business Address 440 FOREST SERVICE ROAD 826.1 C BUILDING 1 Crested Butte CO 81225			Phone Number 9703497761
Mailing Address PO BOX 1807 Crested Butte CO 81224		Email accounting@elevenexperience.com	
Operating Manager Cait Wood	Date of Birth 8/3/1989	Home Address 265 Escalante St Unit D, Crested Butte, CO 81224	Phone Number 970-397-5418
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>12/31/2028</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

Irwin Backcountry Guides LLC owns and operates the following liquor licenses:  
 1. Scarp Ridge Lodge #4703038      3. The Movie Cabin #4702906  
 2. Taylor River Lodge #4704714      4. The Parking Barn #4702907

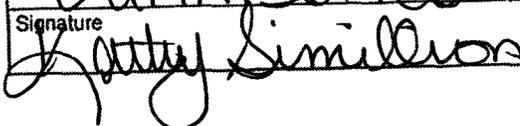
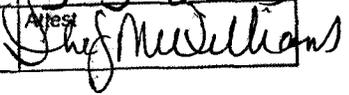
**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business	Alan Pike	Title	Managing Member
Signature		Date	2/28/2023

**Report & Approval of City or County Licensing Authority**

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

Local Licensing Authority For	Gunnison County	Date	3-3-2023
Signature		Title	County Clerk
		Attest	

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

April 4 – May 2, 2023

(as of 3/31/2023)

## Board of County Commissioners

### 1. BOCC Regular Meeting

April 4, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 2. 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](#)

### 3. Mayors & Managers Meeting - Hosted by Mt. Crested Butte

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

[More Details](#)

### 4. BOCC Work Session

April 11, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 5. BOCC Regular Meeting

April 18, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 6. BOCC Work Session

April 25, 2023, All Day @ BOCC Boardroom

[More Details](#)

### 7. BOCC Regular Meeting

May 2, 2023, All Day @ BOCC Boardroom

[More Details](#)

## Gunnison-Hinsdale Board of Human Services

### 1. Gunnison-Hinsdale Board of Human Services Meeting

April 18, 2023, All Day @ BOCC Board Room

[More Details](#)

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

**Agenda Item:** Minutes: February 21, 2023 Regular Meeting

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the minutes Feb 21, 2023's regular meeting.

**Fiscal Impact:** n/a

**Submitted by:** Melanie Bollig

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/4/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
February 21, 2023**

The February 21, 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  
Liz Smith, Vice-Chairperson  
Laura Puckett Daniels, Commissioner

Matthew Birnie, County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:** This separate meeting was held from 8:30 am to 9:05 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:05 am.

**ALCOHOL BEVERAGE LICENSE #03-13185; SKYHIGHCOLORADO LLC DBA NUGGET CAFE; EFFECTIVE DATE 4/06/2023 - 4/06/2024:** With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for SkyHighColorado LLC dba Nugget Cafe. Commissioner Puckett Daniels seconded. Motion carried unanimously.

**ADJOURN:** Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 9:06 am.

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:**

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:06 am.

**CONSENT AGENDA:** With no questions from the Board, it was **moved** by Commissioner Puckett Daniels to approve the consent agenda for the Gunnison River Valley Local Marketing District. Commissioner Smith seconded. Motion carried unanimously.

1. Approval for Professional Services Agreement; Tourism and Prosperity Partnership; Annual marketing agreement; Date of signing to 12/31/2023; \$3,390,000.00
2. Approval for Gunnison River Valley LMD Agreement; Marble Crystal River Chamber of Commerce; Annual marketing agreement; 1/01/2023 – 12/31/2023; \$41,395

**ADJOURN:** Chairperson Houck adjourned the meeting of the Gunnison River Valley Local Marketing District at 9:07 am.

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

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 9:07 am.

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

**SCHEDULING:** Commissioner Houck noted that the Board should plan to be there all day on March 21<sup>st</sup> for their regular BOCC meeting in the morning, followed by a joint work session in the afternoon with the County and City of Gunnison Planning Commissions, and a Public Open House at the Library from 6 pm to 8 pm. He also noted that everyone's spring break plans will be needed. County Manager Matthew Birnie advised the Board that he would be out from February 28<sup>th</sup> through March 9<sup>th</sup>; Assistant County Manager for Operations & Sustainability John Cattles would be acting manager in his absence.

**MINUTES APPROVAL:** **Moved** by Commissioner Houck, seconded by Commissioner Smith, to approve the December 6, 2022 meeting minutes with the corrections and additions made as noted, and the December 20, 2022 meeting minutes as presented. Commissioner Puckett Daniels abstained from the vote, as she had not seated on the Board at that time. Motion carried.

1. **December 6, 2022 Regular Meeting.** Commissioner Smith had two amendments. On page 2, in the update for September 6<sup>th</sup> regular meeting minutes: "Rural Welcoming Week events" changed to "the Welcoming Week events"; for page 5, item 3: change from "found the proposal out of touch" to "found the proposed AMI's out of touch."
2. **December 20, 2022 Regular Meeting.** No changes were needed.

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

1. Approval for Colorado Parks and Wildlife Impact Assistance Grant Application; Assessor's Office; for payment in lieu of taxes; \$17,223.98
2. Approval for Three Letters of Support for Town of Crested Butte grant applications; A) to the Colorado River District; B) to the Upper Gunnison River Water Conservancy District; C) to the Colorado Water Conservation Board; Funding for the Coal Creek Dam Construction project
3. Approval for Attorney Fee Agreement; Clay, Dodson & Skarka, PLLC; for legal services on water rights; \$225/hour
4. Approval for Contractor Agreement; Gunnison Valley Health; for nurse practitioner and LPN/RN services with Gunnison County Detention Center; 1/01/2023 – 12/31/2023; up to \$13,700
5. Approval for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application; Public Works; for Hwy 135 improvements near Whetstone Housing project; \$ 1,150,350

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

**1. Review of GVH Real Property Housing Purchase; Lots 8-B and 8-C on N. Colorado Street, Gunnison; and**

- a) **Resolution; Authorizing the County Manager to Purchase Property on North Colorado Street in Gunnison, Colorado on Behalf of the Gunnison Valley Hospital:** Wade Baker, Vice President of Operations for GVH, and GVH CEO Jason Amrich were also present remotely via Zoom to answer any questions the Board might have. CM Birnie noted that they would need to change the authorization to GVH VP Wade Baker, in the event that the purchase took place while he was out of the office from February 28<sup>th</sup> to March 9<sup>th</sup>. CM Birnie added that the funds for the purchase would be coming from GVH, and no County funds would be used.

GVH CEO Jason Amrich thanked the Board for their assistance in the property purchase and then turned the briefing over to VP Wade Baker.

VP Baker went over the process that was used for funding the purchase, and shared recommendations from a property and site analysis that had been done for this purchase and for future considerations, including the proposed EMS building site and possible listing of the 231 West Tomichi property (formerly known as The Dollar Store).

The Board asked VP Baker a few questions regarding the process and documents for purchasing; County Attorney Matt Hoyt noted that one contract in their packet was not a final document; they were currently working final language.

**Moved** by Commissioner Smith to approve Resolution 2023-3, A Resolution Authorizing the County Manager to Purchase Property on North Colorado Street in Gunnison, Colorado on Behalf of the Gunnison Valley Hospital, authorizing the full Board's signatures and also delegating the Vice President of Operations at GVH to execute and deliver all instruments necessary for the purchase of the County for the use of GVH, as described in the resolution. Commissioner Puckett Daniels seconded. Motion carried unanimously.

2. Traveled with Assistant County Manager for Operations & Sustainability John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano to view the Fading West manufactured housing facility in Buena Vista last Thursday. CM Birnie stated that it had been excellent to see their facilities as well as have a kick-off meeting with Fading West for Phase 2 of the Sawtooth affordable housing project. He praised the Fading West facilities and noted their quality construction and materials used in the project units.

**TREASURER'S REPORT:** County Treasurer Debbie Dunbar presented via Zoom, confirming that there was nothing out of the ordinary to report.

With no questions from the Board, it was **moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the Treasurer's reports and authorize the chair's signature. Motion carried unanimously.

**VOUCHERS AND TRANSFERS:**

1. **January 2023 Accounts Payable Report. Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of \$3,728,890.05. Motion carried unanimously.
2. **November 2022 Purchase Card Report.**
3. **January 2023 Cash Transfer Report. Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the January 2023 Cash Transfer report in the amount of \$5,130,662.90. Motion carried unanimously.
4. **Sales Tax - LMD Reports.** Commissioner Puckett Daniels commented that she found this reporting a very helpful breakdown across municipalities and across the community. Commissioner Smith noted the change in the taxes identified and collected for online sales – the difference in LMD revenues for 2022 over 2021. The Board briefly discussed possible reasons for these changes with CFO Perry Solheim. He stated that he would be working with the state to gain further insight on what the actual sales trend really is – whether the revenues are cooling or remaining stable.

**RESOLUTION; UPDATING GUNNISON COUNTY PROCUREMENT POLICY:** Chief Financial Officer Perry Solheim was present for discussion and to answer any questions the Board might have. CFO Solheim

briefly explained that this resolution was mostly wording changes required for grant procurement, brought to their attention during an audit. He asserted that most of the changes were not substantive, basically memorializing practices already taking place.

**RESOLUTION; ADOPTING GUNNISON COUNTY GRANT POLICIES:** CFO Solheim also went ahead with explaining this resolution as well, noting that these grant policies were actually already in place and documented, but hadn't yet gone before the Commissioners for formal approval. He wished to make sure this was put before the Board for approval now, for future grant management, again memorializing what was already in practice.

**Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Resolution 2023-4, A Resolution Updating the Gunnison County Procurement Policy, as presented that morning. Motion carried unanimously.

**Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution 2023-5, A Resolution Adopting Gunnison County Grant Policies. Motion carried unanimously.

**LOT CLUSTER; LOTS 73 & 75, MARBLE SKI AREA FILING NO. 3; KARI DUAME AND JOEL RAYES; LUC-23-00004:** Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any questions the Board might have.

ASM Baker briefly went over the application with the Board, stating that the applicant wanted to cluster two adjacent lots 73 and 75 in the Marble Ski Area Filing No. 3. She noted that the application had been reviewed and determined legally sufficient by the County Attorney's Office, taxes were current, there was no HOA, mortgage lender and utility company approvals had been included in the file.

**Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the lot cluster of Lots 73 & 73 in the Marble Ski Area Filing No. 3 for LUC-23-00004. Motion carried unanimously.

**RESOLUTION; AUTHORIZING THE SHERIFF TO COLLECT FEES FOR VEHICLE IDENTIFICATION NUMBER (VIN) INSPECTIONS:** Sheriff Adam Murdie was present in the room for discussion and to answer any questions the Board might have.

Sheriff Murdie explained that three entities can do inspections. Most are charging a minimal fee, but Sheriff Murdie had noted that many were being sent to or opted to come to the Sheriff's Office to have the inspection done because they are not charging anything. He requested that they now be able to charge \$5 for inspections at the office, and \$10 if they are required to go somewhere to inspect a vehicle.

The Board then briefly discussed fee amounts. Sheriff Murdie stated that this was comparable to what others were charging in the county and also in surrounding counties. Further discussion of fees and low charge for traveling to someone's residence, as well as the necessity for doing so was explored. They also looked at all in the county who would be able to do a VIN inspection.

With no further questions from the Board, Commissioner Houck **moved** to approve Resolution 2023-6, A Resolution Authorizing the Sheriff to Collect Fees for VIN Inspections, as presented that morning, and to authorize the signature of the full board. Commissioner Smith seconded. Motion carried unanimously.

**GUNNISON COUNTY BOARDS AND COMMISSIONS; APPOINTMENTS:** Chairperson Houck began by briefly going over the boards and commission appointment process, and added that the BOCC would be holding interviews the rest of that day.

The commissioners then went over the applicants for each of the Boards or Commissions needing appointments that day. These included: Gunnison Valley Hospital (GVH) Board of Trustees, Tourism and Prosperity Partnership (TAPP) Board, and the Library Board of Trustees.

After several minutes of discussion regarding the background and qualifications of each applicant for the GVH Board of Trustees, it was **moved** by Commissioner Smith to appoint Marla Crockett and Stephens Mundy to the GVH Board of Trustees. Commissioner Houck seconded. Motion carried unanimously.

The Board wished also to acknowledge Bob Schutt for all he has done in his five years' time on the board, his "heavy lift" contribution to all that has been accomplished. As well, they wished to acknowledge Polly Oberosler for her knowledge of the area and her creative contributions to healthy culture and community, and both for their willing service and all that they had been able to do in their time on the Board.

**CHANGE OF AGENDA:** Chairperson Houck elected to take a short break in the meeting, from 10:05 am to 10:10 am.

The Board returned and continued with their discussion, this time regarding background and qualifications for the applicants to the TAPP Board. As they went over the applications, it was noted that the CBMR and WCU representatives for TAPP would need to be present for appointments, and the Board would need to convene as the LMD Board to make appointments. Therefore, Chairperson Houck elected to move the appointments for the TAPP Board to a special meeting on February 28<sup>th</sup>.

The Board then turned their consideration to the Library Board of Trustees applicants. After several minutes of looking over the qualifications for each applicant, it was **moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to re-appoint Sally Hays and appoint Matthew Feier to the Library Board of Trustees. Motion carried unanimously.

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

**COMMISSIONER ITEMS:**

**Commissioner Smith**

1. Continued work with the Rural Welcoming Initiative site team / City of Gunnison Welcoming America Initiative. Commissioner Smith reported that, as part of the County's Equity, Diversity and Inclusion (EDI) strategic planning efforts, they would be sending a small team to the Welcoming Interactive in San Jose, California April 26-28, 2023. She highlighted that it would be good to see what other communities are doing and what ideas might be appropriate to bring back to Gunnison County.
2. Attended the City of Gunnison's Local Government 101 night held Thursday February 16<sup>th</sup> at the Fred R. Field Western Heritage Center. Commissioner Smith stated that there had been good attendance from both the general and Spanish-speaking population. The purpose had been for citizens to be able to meet local elected officials and to learn more about city and county local government and the types of services each provides. Commissioner Smith explained that there had been a brief overview and presentation given, after which people went to breakout tables to engage in questions and answers on a more personal level. Overall, Commissioner Smith felt that the event had been very productive for area residents, helping them understand basic differences in what can be expected from either City or County departments.
3. Cheatgrass Mitigation and Habitat Restoration update. Commissioner Smith shared that Cheatgrass Mitigation Coordinator Petar Simic has really picked up steam and been doing a lot of work in piecing together mitigation and restoration efforts. She informed the Board that they had recently hosted their second monthly Cheatgrass Subcommittee of the Gunnison Basin Sage-grouse Strategic Committee, and were starting to piece together the complexities of different projects for both mitigation and restoration, scheduled to begin in Summer 2023. Commissioner Smith also noted that they were starting to work through grant funding as well as outreach to private landowners who might be eligible for free treatments on their properties. She expressed the hope that these landowners could help facilitate efforts by becoming ambassadors for the project as it moves forward, and further noted that she was also working with Coordinator Simic on outreach, social media, and overall branding efforts.
4. Attended a Recovery Implementation Strategy (RIS) meeting. Commissioner Smith highlighted that this had been a productive meeting in terms of getting different agencies together on the same page, and for getting help on understanding the habitat assessment tool. She requested that she and Commissioner Houck work together later to reach out to people who weren't able to attend the meeting.
5. Bringing chili on Thursday February 23 for the County employees' chili cookoff. Commissioner Smith invited everyone to come with an appetite and sample the entries.
6. Club 20 meeting conflicts. Commissioner Smith let the Board know that she was the Chair for Gunnison County for Club 20, and that their meeting set for March 2<sup>nd</sup> would conflict with a One Valley Resiliency Roadmap leadership meeting. She advised that she would be touching base later with the other commissioners regarding some of the policies to be discussed at the leadership meeting; Commissioner Houck confirmed that he did plan to attend the full leadership meeting on March 2<sup>nd</sup>.

**Commissioner Puckett Daniels**

1. Out of office Thursday February 23<sup>rd</sup> through Monday February 27<sup>th</sup>. Commissioner Puckett Daniels let the Board know that she would be going to see family and to participate in a Nordic ski race. She further advised that she would miss her first Region 10 meeting on Thursday March 23<sup>rd</sup>.
2. Meeting conflict with Sustainable Tourism and Outdoor Recreation (STOR) Committee and Region 10. Commissioner Puckett Daniels advised that these two committees she had been appointed to were meeting on the same days every month. She did not know yet if an appointment adjustment needed to be made; currently, she was reaching out to Region 10 to see how long their meetings usually lasted, as she might be able to attend the STOR meeting afterwards. Commissioner Puckett Daniels noted that she would keep them posted on the issue.
3. Attended her first Gunnison Valley Regional Housing Authority (GVRHA) meeting last week. Commissioner Puckett Daniels informed the Board that she had been appointed Chair at this meeting, and that GVRHA would be having a board and staff retreat on Wednesday, February 22<sup>nd</sup>. Commissioner Puckett Daniels also stated that the Regional Housing Authority voted to give its Executive Director Andy Kadlec the authority to explore the possible purchase of Frontier Land Mobile Home Park, a small park in the City of Gunnison. Commissioner Puckett Daniels clarified that this was not really contract negotiation, but rather the giving of authority to work with the park owner on what a contract might look like and to look at what sort of grant opportunities might be available; she added that Director Kadlec was also working with the City of Gunnison on this.
4. Attended her first RTA board meeting last Friday, February 17<sup>th</sup> with Commissioner Smith. Commissioner Puckett Daniels highlighted that RTA Executive Director Scott Truex has done a great job calculating vehicle emissions and of estimating how much we are saving on greenhouse gas emissions by increased RTA ridership. She further reported that RTA had purchased two new buses and would have an expanded Summer 2023 schedule, with up to 28 routes per day. Also,

Commissioner Puckett Daniels noted that RTA had decided to get their deposit back from Fading West for affordable housing units, and will instead be purchasing two additional units that were not able to be sold through the lottery in the Lazy K affordable housing development.

- 5. Met with a group looking at further protection for the Crystal River. Commissioner Puckett Daniels stated that this was a first organizational meeting for a consortium looking at not just the Wild & Scenic designation, but also looking at the health of the Crystal River as a whole – wanting to build community engagement and explore what kind of protections are available. Among those attending were residents of Marble, representatives from Pitkin County, Gunnison County, and the Colorado River District, as well as a facilitator group already chosen by the consortium. Commissioner Puckett Daniels noted that she would be keeping the Board in the loop as this develops.

**Commissioner Smith (additional comments)**

- 7. Attended the RTA meeting last Friday with Commissioner Puckett Daniels. Commissioner Smith added to the RTA report by Commissioner Puckett Daniels, stating that they had also discussed their contract with air planners, and were exploring what a public RFP (Request for Proposal) process would look like and whether RTA would want to pursue this process. She also let the other commissioners know that she had been appointed as the Gunnison County representative on Air Command, taking over Roland Mason’s seat. Further, she stated that American Airlines would not be expanding regional service to Gunnison for now, but United that Airlines flights have been performing very well.

**Commissioner Houck**

- 1. Several meetings of note while in Washington DC. Among the numerous meetings he had attended while in DC, Commissioner Houck noted significant meetings with Senator Bennet, Senator Hickenlooper, Chief of Staff for Representative Boebert, Director of the Forest Service, Director of the BLM, Deputy Directors of the BLM, and Bureau of Reclamation representatives. Some community topics discussed with the senators and the representative’s office included post office issues; Gunnison Sage-grouse and wildlife corridor RMPAs were addressed with the BLM, as well as housing issues in regards to impacts on local BLM permitting and staffing. Commissioner Houck also discussed with the Bureau of Reclamation pressing water issues, such as the need for coordination and communication with other agencies and local government, for timing of their water draws. Senator Hickenlooper, who sits on the directing board for the Bureau of Reclamation, acknowledged the impacts of this lack of communication and stated that he would be working on closing the gap. Commissioner Houck reported he would be meeting with Sen. Hickenlooper’s staff next week on this.
- 2. Public Lands initiatives focused on fire – fire mitigation and fire safe communities. Commissioner Houck reported that, among all the pieces this year concerned with fire, none addressed the impacts and restoration needed for a community and wildlife after the fire. He added that he would be looking to use the Western Region group from CCI to expand on this overlooked area.
- 3. Looking at more opportunities for infrastructure funding. Commissioner Houck briefly reported that he was involved in looking at funding and what could be available for the County, within the 2023 infrastructure bill.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:57 am

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

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

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

Minutes Prepared By:

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

Attest:

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2023-3**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE PROPERTY ON  
NORTH COLORADO STREET IN GUNNISON, COLORADO  
ON BEHALF OF THE GUNNISON VALLEY HOSPITAL

WHEREAS, the County, for the use of the Gunnison Valley Hospital, desires to purchase certain real property, described as Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado. commonly known as property located on North Colorado Street in Gunnison, Colorado and as the Gunnison Center; and

WHEREAS, pursuant to Colorado law, particularly C.R.S. § 25-3-304, title to lands acquired and held by Gunnison Valley Hospital must be in the name of Gunnison County; and

WHEREAS, on May 17, 2022, the Board of County Commissioners, by resolution 22-22, delegated authority to the County Manager to negotiate and execute contracts and other documents for the purchase of real property; and

WHEREAS, the Gunnison County Board of County Commissioners of Gunnison County hereby approves the purchase of the aforementioned property for use by and benefit of the Gunnison Valley Hospital; and;

WHEREAS, the County Manager is unavailable to execute such contracts and documents in relation to Gunnison Valley Hospital’s desired purchase of the property that is the subject of this Resolution;

WHEREAS, in the absence of the County Manager, the Gunnison County Board of County Commissioners of Gunnison County has historically delegated its authority to purchase real property for the use and benefit of the Gunnison Valley Hospital to the Hospital’s Vice President of Operations.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Vice President of Operations of the Gunnison Valley Hospital is authorized to execute and deliver all instruments necessary for the purchase of the County, for the use of the Gunnison Valley Hospital, desires to purchase certain real property, described as Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado. commonly known as property located on North Colorado Street in Gunnison, Colorado and as the Gunnison Center.
2. For the avoidance of doubt, this delegation of authority is expressly limited to the property transaction that is the subject of this Resolution and the Vice President of Operations of the Gunnison Valley Hospital is not authorized to bind or act on behalf of Gunnison County with regard to any other matter(s) unless the Board of County Commissioners of Gunnison County expressly indicates otherwise through another Resolution or formal action by the Board.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 21<sup>st</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2023-4**

A RESOLUTION UPDATING GUNNISON COUNTY PROCUREMENT POLICY

WHEREAS, Gunnison County is a statutory county with an elected Board of Commissioners that is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes; and

WHEREAS Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County’s current Procurement Policy has undergone an annual review by the Finance Department; and

WHEREAS, Gunnison County’s current Procurement Policy required minor changes to more clearly document policy best practices already followed by Gunnison County personnel; and

WHEREAS, the attached Procurement Policy (Policy 1.2.10: Exhibit A) was updated to document Gunnison County’s current practices related to procurement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Procurement Policy (Policy 1.2.10: Exhibit A) is adopted;

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 21<sup>st</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

Exhibit A



<b>Policy Name:</b>	Gunnison County Procurement Policy		<b>Policy Number:</b>	1.2.10
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners		<b>Adoption Document</b>	Resolution #2023-?
<b>Date of Initial Adoption:</b>	2/18/2020	<b>Effective Date:</b>	2/18/2020	<b>Policy Custodian:</b> Finance & Human Resources Department
<b>Last Review / Revision Date:</b>	2/21/2023	<b>Review Frequency:</b>	Every one (1) year.	<b>Next Review Due:</b> 2/21/2024

**PURPOSE**

The purpose of Gunnison County’s procurement Policy is to:

- Provide for the fair and equitable treatment by the County of all persons involved in public procurement.
- Maximize the purchasing value of public funds.
- Codify and standardize the County’s procurement rules and regulations for orderly and efficient administration.
- Provide safeguards for maintaining a procurement system of quality and integrity.
- Foster effective, broad-based competition within the free enterprise system.

**SCOPE**

This policy applies to the entire Gunnison County organization, including all departments and offices, and to the procurement of all goods and services required by the County, irrespective of the source of the County funds.

**DEFINITIONS**

- **Award** is the acceptance of a quote or proposal by the execution of a written agreement.
- **Bidder** is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.
- **BOCC** is the Gunnison County Board of County Commissioners.
- **Brand Name or Equal Specification** is a bid specification that identifies a particular manufacturer’s product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allow vendors to submit equivalent products.
- **Brand Name Specifications** means a bid specification limited to a particular manufacturer’s brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. In certain instances, County efforts to gain efficiencies through standardizing on certain brand of products may justify the use of a brand name specification in a bid solicitation.
- **Contract** includes contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and any other contract executed by Gunnison County or Procurement Card (P-Card) transaction in which County funds are used to acquire goods or services.
- **Contractor** is any person or company having a contract with Gunnison County.
- **County Manager** is the person serving in the position of County Manager, except that the County Manager may delegate authority for specific purchases to another employee.
- **Direct or Indirect Participation** is the involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- **Financial Interest** is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business. Employees who may serve as a voting member on a non-profit board or commission that receives funding from Gunnison County must recuse themselves from any monetary decisions involving the County.
- **Gratuity** is a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
- **Immediate Family** is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in-law and step relationships.
- **Invitation for Bid (IFB)** is the process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.

- **Procurement** is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County. Though the terms "Procurement" and "Purchasing" are often used interchangeably, "Purchasing" is only one phase of the procurement cycle. Procurement consists of:
  - Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
  - Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
  - Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.
- **Procurement Process** is the series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.
- **Request for Information (RFI)** is a written request for contractors to provide non- proprietary product and/or service information. An RFI is issued by the County for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.
- **Request for Proposal (RFP)** is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Gunnison County based on the contractor's interpretation of the RFP specifications and statement of work. The terms of the proposals upon submission are open to negotiation.
- **Request for Qualifications (RFQ)** is the formal process for the County to solicit statements of qualifications of potential service providers allowing potential service providers an opportunity to make representations concerning services they render; without any obligation on the part of the County to purchase such services.
- **Scope of Work (SOW)** describes the specific service requirements and expectations applicable to a contractor concerning particular goods and/or services being procured by the County. The SOW identifies responsibilities of both the County and the Contractor.
- **Services** are the furnishing of labor, time, materials, tools and/or equipment by a contractor which involves the delivery of a specific end result related to the performance criteria in the contract.
- **Specification** is any description of the physical or functional characteristics or description of the unique nature of a product or service.
- **Surplus Property** is any County-owned property that is no longer functional (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any County department.

**POLICY STATEMENTS**

**General**

When the procurement involves the expenditure of State or Federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, State or Federal laws/regulations as they pertain to the State or Federal assistance, grant or contract funds.

The County is responsible for purchasing high-quality goods and services, at a reasonable cost and in a timely manner, through a full and open competitive selection process.

The County is responsible for ensuring fair and equitable treatment of all persons involved in providing goods, services and/or construction to the County.

The County is responsible for maintaining an open and competitive environment for all qualified vendors where sellers have access to County business and where all procurement actions are conducted fairly and impartially in the best interest of Gunnison County.

Competitive sealed bids or competitive proposals shall be used to facilitate contracts with nongovernmental contractors for the purchase or lease of goods and services in accordance with the limitations described herein.

**Ethical Standards**

All Gunnison County officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. §24-18-101, et seq., the rules concerning interests in contracts contained in C.R.S. §24-18-201, and the ethics in government provisions applicable to County officials and employees contained in Article XXIX of the Colorado State Constitution. The Ethical Standards stated in this section are summaries of the statutory and constitutional requirements, and do not supersede the statutory and constitutional requirements. Any official or employee who has a question about whether a specific action is a violation of the Ethical Standards should review the applicable statutes and constitutional provisions cited in this section and/or consult with the County Attorney.

A Gunnison County official or employee shall not:

- Disclose or use confidential information acquired in the course of his or her official duties in order to further substantially his or her personal financial interests; or
- Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. §24-18-104, including, without limitation, any gift with a value in excess of the amount of \$65.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.

A Gunnison County official or employee should not, within six months following the termination of his or her office or employment with Gunnison County, obtain employment in which he or she will take direct

financial advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested cases in the consideration of which he or she was an active participant.

A Gunnison County official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.

A Gunnison County official or employee is prohibited from assisting or enabling members of his or her immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift or substantial value from a person whom the official or employee is in a position to reward with official action or has rewarded with official action in the past.

To the extent that violations of ethical standards of conduct constitute violations of State or Federal laws, sanctions shall be imposed as provided by law.

**Vendor Requirements**

No bidder, vendor, potential supplier, contractor or subcontractor shall confer upon any public official or employee, participating in a procurement transaction, any payment, loan, subscription, advance, deposit of money, or service, either presented or promised.

All bidders, vendors, potential suppliers, contractors or subcontractors shall complete a disclosure of interest form to inform of any County Employees’ personal interest in the respective procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate.

No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.

Architects or engineers contracted by the County may not directly or indirectly furnish building materials, supplies or equipment for any structure on which they are providing professional services, unless the provision has been formally included in the service contract.

**Contemporaneous Employment Prohibited**

No County employee directly or indirectly involved in the County’s procurement process shall engage in any outside employment or other activity that is a conflict of interest with the proper discharge of the employee’s County office or position.

**Conflict of Interest Waiver**

The County Manager, in consultation with the County Attorney, may grant a waiver from the above Employee Requirements provisions upon making a determination that:

- The conflict or financial interest has been disclosed;
- The employee will be able to perform their procurement function without actual or apparent bias or favoritism, and without a violation of State or Federal law; and
- The award will be in the best interests of Gunnison County.

**Remedies and Consequences of Breach**

The value of anything transferred or received in a breach of ethical standards will be recoverable by the County from the recipient in accordance with due process requirements and existing law. Any employee involved in a breach of ethical standards may also be disciplined in accordance with Section 6 of the Gunnison County Employee Handbook.

**Authority**

- **Board of County Commissioners** – The Board of County Commissioners shall establish the policy for all procurement conducted by Gunnison County government.
- **The County Manger** – The County Manager is responsible for ensuring compliance with this Procurement Policy. Also, the Gunnison County Manager has contract execution authority as governed by Policy #1.2.1.2, Gunnison County Manager Contract-Execution Authority Policy.
- **Department Directors** – Department directors shall be delegated purchasing authority and responsibility as set forth, and department directors may delegate purchasing authority to department staff as required.

**Expenditure Approval and Source Selection Requirements**

The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to \$9,999 <sup>1</sup>	Department Director	No competitive IFB, RFI, RFP and/or RFQ required.
\$10,000 - \$144,000 <sup>2</sup>	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.

Greater than \$144,000 <sup>2</sup>	BOCC	Formal, advertised bid (IFB or RFP).
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1. Department Director purchasing/selection authority does not give them contracting/signatory authority. All normal contracting processes must be followed.
2. Policy 1.2.1.2 outlines the County Manager’s contract-execution authority, which includes an automatic annual CPI adjustment. Therefore, the authority granted in Policy 1.2.1.2 will prevail in any conflict between the above maximum expenditure amount shown for the County Manager and the corresponding threshold for requiring BOCC approval.

*Additional Table Notes:*

- County staff will exercise due diligence to ensure competitive pricing for all purchases and seek to avoid acquisition of unnecessary or duplicative items.
- All thresholds above are per total transaction cost not per item.
- Adequate current year budget appropriation required for all purchases.
- Expenditures involving County facilities including leases, rentals, maintenance, furniture, or vehicles must be coordinated with Facilities and/or, Fleet.
- Expenditures involving computer or phone equipment, hardware, software, peripherals, subscriptions, or professional services must be coordinated with IT Department.
- Expenditures involving insurance claim purchases or services must be coordinated with Finance, County Attorney and Facilities or Fleet Managers.
- Expenditures involving legal purchases or services require approval from the County Attorney.
- In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected.

**Documented Competitive Bids or Competitive Source Selection**

In competitive bidding, the following may be required, as applicable:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, and the address of the office to which bids are to be delivered;
- The project description that includes the Specifications and/or Scope of Work (SOW) and all drawings;
- The basis of award, delivery, or performance schedule, and inspection and acceptance requirements;
- The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney;
- Cost-plus percentage contracts should be avoided unless no other options are available;
- Geographic preferences in vendors should be avoided;
- All requests for solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- A schedule of all applicable deadlines and key dates; and
- C.R.S. §43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor’s bond.

**Sole Source Procurements**

If a competitive process is required, a department director may recommend and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with the assistance from the Finance Director, if requested, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

**Invitation for Bid (IFB) Requirements**

The responsible department will prepare and publish an IFB solicitation package that shall, at minimum, include:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered; and
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW) and any drawings.

All bids shall be unconditionally accepted without alteration or corrections, except as specifically authorized elsewhere in these procedures. Bids shall be evaluated based on the requirements set forth in the IFB document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Potential suppliers responding to an IFB may be contacted by the department director or designee prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements.

**Request for Proposal (RFP) Requirements**

The responsible department will prepare and publish an RFP solicitation package that shall, at minimum, include:

- Instructions and information to the proposer concerning proposal submission requirements, including the time and closing date and the address of the office to which proposals are to be delivered;
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW), any drawings, and any insurance/bonding requirements;
- The evaluation factors and their relevant importance, and
- A schedule of all deadlines and key dates.

The source selection process for RFP's is the same as identified for IFB's and RFQ's with two (2) exceptions:

- The record that is prepared, containing information on the proposals received and other associated information, may or may not be disclosed until after award of the contract, depending on the County's best interests.
- The identity of competing suppliers, and the associated information derived from their RFP responses, may or may not be disclosed to any competing RFP respondent prior to award of the contract, depending on the County's best interests. After award of a contract, all information (with the exception of proprietary business and financial information) received from all vendors who responded to the RFP shall be considered public information and shall be available for public review upon request.

### **Request for Qualification (RFQ) Requirements**

The responsible department will prepare and publish an RFQ solicitation package that shall, at minimum, include:

- Instructions and information to the potential supplier concerning submission requirements, including the time and closing date and the address of the office to which responses are to be delivered.

### **Public Notice of RFP or RFQ**

In cases where an RFP or RFQ is used, adequate public notice of at least seven (7) days will be provided on the Gunnison County website to allow potential suppliers an opportunity to respond to the respective RFP or RFQ document. Public notices for construction work must be published fourteen (14) days prior to the RFP or RFQ closing date. Advertisement in additional publications or locations is optional.

### **Exceptions to Competitive Selection Requirements**

The following are exempt from competitive source selection:

- Notwithstanding any other provisions of this Gunnison County Procurement Policy, the County Manager may make, or authorize others to make, emergency procurements of goods or services up to the expenditure limit outlined in Policy #1.2.4.3.1, currently \$250,000, when there exists a threat to public health, welfare or safety, and/or the expenditure limit outlined in Policy #1.2.1.2, currently \$124,000, when there exists an urgent need to support the County's delivery of essential services and limit interruption of operations, and:
  - o The emergency procurement is made with as much competition as is practical under the circumstances;
  - o Sufficient budgeted and appropriated funds are available; and
  - o The emergency purchase is placed on the next regularly scheduled BOCC meeting for ratification.
- Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
- Governmental agency agreements that facilitate payments (or reimbursements) between Gunnison County and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Gunnison County receives goods, services, or other values there under. (i.e., emergency search & rescues, cities, counties, public education institutions, etc.).
- Mileage and personal reimbursements to County officials or employees or individuals for expenses paid out-of-pocket as stated in the Gunnison County Travel Policy.
- Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
- Education and training fees paid for training of Gunnison County officials or employees.
- Expert witness and transcript services for the County Attorney or Sheriff.
- Licensed professionals such as attorneys, specialty engineers, surveyors and medical professionals.
- Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
- Goods or services that are available via prior awarded bid to a governmental entity in the State of Colorado.
- Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

### **Waiver of Competitive Source Selection Requirements**

Requirements outlined in these procedures may be waived by the County Manager when the same or similar supply or service has been put out to bid by Gunnison County (or other Government entities) within the last six (6) months.

The competitive source selection process may be waived by the County Manager upon a determination that the IFB or RFP requirements would cause undue delay or hardship for a County department, a delay that contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Gunnison County.

**Cancellation of IFB, RFP or RFQ**

An IFB, RFP, RFQ or other type of solicitation initiated by Gunnison County may be cancelled, or a solicitation response by a vendor may be rejected in whole or in part as specifically identified in the solicitation document or when it is in the best interest of Gunnison County. Each solicitation issued by Gunnison County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Gunnison County may be rejected in whole or in part when in the best interest of Gunnison County.

**Withdrawal of Bid**

Withdrawal of a bid by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a bid or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made within their bid.

**Award of Contract**

Any contract or purchase order shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected. In the event that all bids received exceed available funds, the department director is authorized, in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

**Bid Protests, Claims, Remedies, and Non-responsibility**

Any bidder, submitter of a proposal, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. Protestors shall initially seek resolution of their complaints with Gunnison County. A protest with respect to an IFB, RFP or RFQ shall be submitted in writing prior to the opening of solicitations or the closing date of solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals.

The protest shall be submitted in writing to Gunnison County within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, Gunnison County shall call the matter to the County Manager's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.

If prior to or after the bid opening or the closing date for receipt of proposals, it is determined that a solicitation is in violation of State or Federal law, the solicitation or proposed award shall be cancelled or revised to comply with applicable law.

**Brand Name or Equal Specification**

Because the use of a brand name specification is restrictive, it may only be used when the brand name will satisfy the County's needs, and:

- No other design, performance specification or qualified product list is available;
- Time does not permit the preparation of another form of product description;
- The nature of the product or the nature of Gunnison County's requirements makes use of brand name or equal specification suitable for the procurement; or
- It is in Gunnison County's best interest due to compatibility with existing products.

**Non-restrictive Use of Brand Name or Equal Specification**

When a brand name or equal specification is used in a bid document, the bid document shall include language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

**Segregation of Duties**

Procurement decisions and ordering must be made by an individual not directly involved with processing payments to vendors. Finance staff in the accounts payable function responsible for processing payments to vendors will not make decisions nor place orders for material, goods or services.

**Contract Administration**

All contracts and agreements must include the County's standard contractual terms as approved by the County Attorney. Contracts or agreements that incur liability for the County must include evidence of insurance and be approved by the County Attorney.

Annual contracts may include extensions. Multi-year contracts may also be approved, but they are subject to annual appropriation.

**Professional Service Contracts**

Professional Services Contracts, including the initial term and all available extension options, may be approved by the County Manager. Exceptions to Professional Services Contract terms:

- Long-term agreements with other government entities
- Licensing agreements
- As agreed to by the County Manager

**Change Orders to Professional Services and Capital Construction Contracts**

Professional Services and construction contracts shall contain a defined procedure to document any change to the Scope of Work. The Gunnison County Contract Administrator identified in the contract shall be responsible for documenting the change and any resulting changes in the contract value. Contracts shall contain instructions which define the manner in which changes are documented.

The contract’s identified Gunnison County Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.

The contract’s identified Gunnison County Contract Administrator may incorporate changes that increase the scope of work and/or the contract price if the proposed change results in a total contract value of no more than \$49,999. Changes that increase the total contract value to \$50,000 or more must be preapproved by either the County Manager or, if the change exceeds the County Manager’s contracting authority, the BOCC.

**Contract Claims**

All claims by a contractor against Gunnison County relating to a supply contract, except bid protests, shall be submitted in writing to the County Manager for a decision. The contractor may request a conference with the County Manager on the claim. Claims include, without limitation, disputes arising under a supply contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

**Authority to Settle Bid Protests and Contract Claims**

The Gunnison County Manager is authorized to settle any protest regarding the solicitation or award of a Gunnison County supply contract, or any claim arising out of the performance of a Gunnison County supply contract.

The Gunnison County Manager will review the contract claim and a written decision shall be promptly issued. The decision shall state the basis for the decision reached.

If the Gunnison County Manager does not issue a written decision regarding any controversy within twenty (20) business days after written request for a final decision, or within a longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

**Disposal of Surplus Property**

Policy #5.1.3, the Gunnison County Surplus Disposition Policy, outlines the final step in the procurement cycle, which is the disposal of personal or real property that exceeds Gunnison County’s needs and is not required for Gunnison County’s foreseeable needs.

**COMPLIANCE**

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

**E-PROCUREMENT**

Utilization of eProcurement and Automated Technology to improve efficiencies and vendor data management should be part of the purchasing operation if the technology is available for the County to use.

**TRANSPARENCY**

Purchasing policy/manual, to include the Procurement Ethics, must be published on the County’s website.

**APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS**

- C.R.S. §24-18-101; Legislative Direction
- C.R.S. §24-18-104; Rules of Conduct for All Public Officers, Members of the General Assembly, Local Government Officials, and Employees
- C.R.S. §24-18-201; Interests in Contracts
- C.R.S. §24-103-202; Invitation for Bids
- C.R.S. §43-2-209; Contract for Work on Highways – Advertise for Bids
- Article XXIX of the Colorado State Constitution
- Gunnison County Policy #1.2.1.2 – Gunnison County Manager Contract-Execution Authority Policy
- Gunnison County Policy #1.2.4.3.1 – Gunnison County Emergency and Disaster Management Procedures
- Gunnison County Policy #4.3.1 – Gunnison County Employee Handbook
- Gunnison County Policy #5.1.3 – Surplus Property Disposition Policy
- National Procurement Institute - Best Practices & Excellence in Procurement criteria

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

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2023-5**

A RESOLUTION ADOPTING GUNNISON COUNTY GRANT POLICIES

WHEREAS, Gunnison County is a statutory county with an elected Board of Commissioners that is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes; and

WHEREAS Gunnison County applies for and administers grant funds from other organizations; and

WHEREAS Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County currently has no formal, stand-alone grant policy; and

WHEREAS, the attached Grant Policy (Policy 1.2.1.3.2: Exhibit A) was created to reflect Gunnison County’s current policy related to the application, acceptance, execution and reporting of grants for funding from organizations external to Gunnison County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Grant Policy (Policy 1.2.1.3.2: Exhibit A) is adopted;

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 21<sup>st</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

**Exhibit A**



<b>Policy Name:</b>	Gunnison County Grant Policy			<b>Policy Number:</b>	1.2.1.3.2
<b>Approval Authority:</b>	Gunnison County Board of County Commissioners			<b>Adoption Document:</b>	Resolution #2023-?
<b>Date of Initial Adoption:</b>	2/21/2023	<b>Effective Date:</b>	1/1/2023	<b>Policy Custodian:</b>	Finance Department
<b>Last Review / Revision Date:</b>	2/21/2023	<b>Review Frequency:</b>	Every five (5) years.	<b>Next Review Due:</b>	2/21/2028

**PURPOSE**

- This policy provides standard procedures for grant procurement, coordination, oversight, reporting and record retention.
- A centralized repository will be maintained in the Finance department to identify, catalog and report all grants.
- The implications of Tabor and other implicated laws will be considered when applying or accepting grants.

**SCOPE**

This policy applies to all County departments.

**DEFINITIONS**

- Grantor: Provider of funds
- Grantee: Recipient of funds

**GUIDELINES**

- Grants will follow the requirements of the grant contract.
- The accounting system will capture revenues and expenditures, including supporting documentation, for each individual grant via the general ledger and/or project accounting system.
- Grants will be reconciled and reviewed monthly, to ensure revenues and expenditures are appropriately coded.
- Only allowable costs will be allocated to a grant.

- Grants identified and sufficiently quantifiable but for which a grant award letter has not yet been received can be included in department budgets during the regular annual budgeting cycle.
- Grants applications submitted after the annual budget is approved will only be budgeted when the grant award letter has been received. These mid-year grants received following budget adoption will require submission of a budget amendment to be approved by the CFO and County Manager and then submitted for Board of County Commissioners with all other annual amendments at the close of the year.
- Recipient departments are responsible for all aspects of the grant process including:
  - o Planning for grant acquisition
  - o Preparation and submission of grant proposals
  - o Preparing requests to accept funds
  - o Developing grant implementation plans
  - o Managing grant programs
  - o Managing and adhering to grant reporting deadlines
  - o Working with Finance to meet all reporting requirements
  - o Closing out grant projects and making final reports
- During the grant period of any grant received, the Finance Department and/or Auditors may review the files associated with the grant and the project or program it funds.

**PROCEDURES**

Applications

- Grant applications for which the total budget (requested funding plus match) is less than the indexed contract-execution authority for the County Manager set forth in Policy 1.2.1.2 may be submitted with approval of the County Manager.
- Grant applications for which the total budget (requested funding plus match) is greater than the indexed contract-execution authority for the County Manager set forth in Policy 1.2.1.2 shall require formal approval by the Board of County Commissioners.

Acceptance/Contracting Authority

- All contract, agreements and final acceptance of grant funding shall require review for legal sufficiency by the County Attorney’s Office and formal approval by the County Manager and/or Board of County Commissioners where appropriate.
- Amendment to such contracts shall also require review for legal sufficiency by the County Attorney’s Office and formal approval by the County Manager and/or Board of county Commissioners where appropriate.
- Should the County Attorney, Deputy County Attorney, or Assistant County Attorney recommend against entering into a contract or agreement for grant funding because of a legal issue or concern, only the County Manager and/or Board of County Commissioners may override this recommendation where appropriate.

Receipt of funds

- The recipient department must identify the type of money transfer: Electronic Funds Transfer or Check, from grantor and coordinate with Finance/Treasurer departments for EFTs.
- The recipient department must obtain and secure private passwords and log-ins for creation of payment requests from grantor unless the grantor authority requires other methods for requests through common requesting systems managed by Finance.

Reporting of Grant

- Recipient departments shall prepare all reports required by grantor.
- Finance department shall ensure the collection of required financial information related to grant reporting and coordinate with recipient departments to assist with timely reporting to grantors.

File Management

- Recipient departments shall maintain files, in a centralized electronic location of the County, grant related documents, including separate sections for:
  - o Copy of grant application
  - o Statistical or other information supporting request for grant
  - o Copy of award letter
  - o Reports to grantor
  - o Copy of payment requests
  - o Copy of closing documents

Record Retention

- Grant records will be maintained for seven years after the end of the fiscal year that includes the date of the grant.
- If any litigation, claim, negotiation, audit or other action involving records has been initiated before the expiration of the seven-year period, or if the County has received a request to preserve records related to actual or potential litigation or criminal investigation, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.
- Grantors may require retention periods in excess of seven years.

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

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2023-6**

**A RESOLUTION AUTHORIZING THE SHERIFF TO COLLECT FEES FOR  
VEHICLE IDENTIFICATION NUMBER (VIN) INSPECTIONS**

WHEREAS, the Gunnison County Sheriff's Office in Gunnison County, Colorado, performs VIN inspections; and

WHEREAS, it is a common practice in Colorado for law enforcement agencies to charge a minimal fee for VIN inspections and currently the Sheriff's Office does not charge for this service; and

WHEREAS, the Sheriff wishes to collect a fee to compensate for the time and cost of administering VIN inspections; and

WHEREAS, C.R.S. §42-5-204 allows fees collected by a law enforcement agency of a local government to be credited to the general fund of the local government.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Sheriff will charge \$5.00 for VIN inspections at the Sheriff's Office and \$10.00 for VIN inspections at other locations.
2. The revenue collected for VIN inspections will be placed in the general fund as fees collected by the Sheriff's Office.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 21<sup>st</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

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

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**Agenda Item:** Minutes: February 28, 2023 Special Meeting

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, special meeting minutes for February 28, 2023

**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\mbirmie

Discharge Date: 3/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/4/2023

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
February 28, 2023**

The February 28, 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  
Liz Smith, Vice-Chairperson  
Laura Puckett Daniels, Commissioner  
John Cattles, Assistant County Manager  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:**

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

**GUNNISON COUNTY BOARDS AND COMMISSIONS; TOURISM AND PROSPERITY PARTNERSHIP (TAPP) BOARD APPOINTMENTS:** Present remotely via Zoom were TAPP Board members Bill Ronai, John Norton, WCU Representative Gary Pierson and CBMR Representative Bill MacFarlane.

Commissioner Houck reminded everyone present that the special meeting being held that day was needed because, last week, the Board of County Commissioners had started looking at TAPP appointments without realizing at first that they needed to convene as the Local Marketing District (LMD) Board with representatives from both WCU and CBMR present, in order to make TAPP appointments.

Once these requirements were noted, Commissioner Houck had postponed the appointments until they could convene as the LMD. The representatives were now present, and they were ready to look at the candidates.

Bill MacFarlane and Gary Pierson began by each going over the key elements they were looking for in prospects, noting diversity, a concern for what benefits the community, expertise, involvement, integrity and no conflicts of interest as determining factors. The BOCC and TAPP members also discussed other issues, such as lodging partner representation at the south end of the valley, the changes in lodging for the entire valley, lack of participation from lodging in the past, and the need for expanded outreach to the lodging community in order to ensure they have a voice.

After several minutes’ discussion of this year’s candidates, the Board of County Commissioners and the TAPP Board members came to consensus around reappointing all three of the current members to the TAPP Board. Several stated that they saw many changes coming, and expressed that the group they had now functioned very well together. Overall, the group expressed a desire to maintain continuity in the TAPP Board they currently had, as they felt it might not be good to introduce new members at this time.

**Moved** by Commissioner Houck to reappoint to the TAPP Board Jennifer Barvitski, Kelly Osness, and Erica Rasmussen as the three board members selected through this process, at this time. Seconded by Commissioner Smith. WCU representative Gary Pierson thanked the commissioners for the opportunity to be included in the process. Motion carried unanimously.

Commissioner Houck thanked the current board members and members of the community Bill Miller, Celeste Helminski, and Kendal Rota, for their willingness to contribute. He further expressed that he wanted them to know that their input, wealth of knowledge and desire to be more involved were important, and he wanted the LMD board to reach out to them for these opportunities to stay involved.

**ADJOURN:** Chairperson Houck adjourned the Gunnison River Valley Local Marketing District Special Meeting at 8:56 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**

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**Agenda Item:** Acknowledgment of County Manager's Signature; Appr

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** Employers Council

**Term Begins:** March 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Employers Council will provide services related to Diversity, Equity, and Inclusion (DEI) to begin in March 2023.

**Fiscal Impact:** 26,300.00

**Submitted by:** Blair Burgess

**Submitter's Email Address:** bburgess@gunnisoncounty.org; ltrautz@gunnisoncou

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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:

We recommend executing this contract using the County Service Agreement form. The vendor's contract does not contain necessary language; it only contains scope of work and billing. Not legally sufficient. SO 2/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/28/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/24/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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**To:** Gunnison County Board of County Commissioners

**From:** Lauren Trautz, HR Director

Joni Reynolds, ACM for Human, Health, and Safety Services

**Date:** March 22, 2023

**Re:** Professional Services Agreement for EDI & B Consulting Services

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It is our strategic goal to facilitate efforts to progress equity, diversity, inclusion and belonging within the organizational culture and community. An internal EDI&B Committee has been established and has been discussing pathways to a better EDI&B culture.

The values statement below has been developed by the Committee Members with the goal of partnering with The Employer's Council EDI&B Consultants to further progress our efforts forward.

*Equity, Diversity, Inclusion, and Belonging*

*Gunnison County values a welcoming, equitable, diverse, and inclusive workplace that will allow the effective delivery of services and set standards that reflect our collective values.*

*Gunnison County endeavors to create a culture where all employees, community partners, and present and future generations feel a sense of belonging, value, and respect whatever their status or identity.*

*We welcome the diverse voices of Gunnison County as we strive to preserve and promote the well-being and quality of life for all community members.*

*As an employer, the County is committed to nondiscriminatory practices and providing equitable opportunities for employment and advancement in all of our departments, programs, services, and worksites.*

EDI & B Committee Members

Co-Lead, Joni Reynolds, ACM for Human, Health, and Safety Services

Co-Lead, Lauren Trautz, HR Director

Cathie Pagano, ACM for Community & Economic Development

Matthew Birnie, County Manager

John Cattles, ACM for Operations and Sustainability

Matthew Hoyt, County Attorney

Martin Schmidt, ACM for Public Works

A professional services agreement for EDI&B consulting services with the Employers Council is attached for your consideration.

Thank you.

## **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 Mountain States Employers Council, Inc. d/b/a Employers Council, whose address is 1290 Broadway, Suite 1500, Denver, CO 80203 (“Contractor”).

### **AGREEMENT**

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

#### **1. 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 upon completion, or August 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 efforts to progress equity, diversity, and inclusion within the organizational culture and 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 described in Appendix A (“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 thirty (30) 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. 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.

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 and hold harmless Gunnison County, its Commissioners, and employees of and from any and all claims, damages, and expenses to the extent that such claims, damages, and expenses are caused by the negligent act, error, or omission of Contractor or its employees, subcontractors or agents in performing professional services. 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.

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 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. INCORPORATION BY REFERENCE. Appendix A and its additional terms are incorporated into this Agreement by reference.
- 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 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: Employers Council  
Attn: Tina Harkness, General Counsel

1290 Broadway, Suite 1500  
Denver, CO 80203]

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 and Appendix A comprise 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 or in Appendix A.

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: \_\_\_\_\_ or By:  \_\_\_\_\_  
Jonathan Houck, Chairperson Matthew Birnie, County Manager

ATTEST:

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

CONTRACTOR

By:  \_\_\_\_\_  
Tina Harkness, General Counsel

APPENDIX “A”SCOPE OF SERVICES

Employers Council will provide services related to Diversity, Equity, and Inclusion (DEI) to begin in April 2023. The scope of services for this project includes and is limited to:

<b>Deliverable</b>	<b>Description</b>
<p><b>1. Further develop leadership’s understanding around inclusive behavior and their role in building a diverse, equitable and inclusive work environment.</b></p>	<p>Employers Council will facilitate a 2-hour DEI workshop with Executive Team to discuss why employers care about DEI, how DEI is or should be integrated and aligned with the broader organizational mission and objectives, change management principles in creating a more inclusive culture, as well as review next steps.</p>
<p><b>2. Administer DEI Survey with all staff</b></p>	<p><b>Administer Employers Council’s Qualtrics Customize DEI Survey</b></p> <p>Choose from Employers Council’s list of survey items or create custom questions to meet the unique needs of your organization. We will share best practices and can choose the items/questions for you if that is preferred.</p> <p>In addition, we will provide message samples for invite emails, reminders, and other internal communication before launching the survey. We will work with you to create your messages and can assist in writing them if needed.</p> <p><b>Estimated DEI Survey Cost:</b> \$3,400 (215 people)</p> <p>*Additional reports are optional. Depending on the number of open-ended questions and responses, additional consulting hours may be required to summarize and analyze the data.</p>
<p><b>3. Review, analyze and summarize survey results</b></p>	<p>Employers Council Team, including OD, HR and legal representation review and interpret survey data.</p>
<p><b>4. Create high-level roadmap</b></p>	<p>Employers Council Team creates high-level actionable recommendations based on survey results and best practice.</p>

<p><b>5. Executive Session to present results and recommendations</b></p>	<p>Employers Council Team meets with Gunnison County Executive/Project Team to share survey results, present recommendations, and facilitate a discussion to help prioritize next steps (up to 4 hours).</p>
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**\*Pricing does not include survey and reporting costs which is based on the number of staff.**

If a consultant assigned to work on this engagement ends employment with Employers Council before completion of the engagement, Employers Council will substitute another consultant to complete the engagement. The County agrees to work with the substitute consultant assigned by Employers Council to complete the engagement.

During this engagement, the County will not contract with or employ an assigned consultant to perform services outlined in this engagement through consultant's own business or otherwise outside of Employers Council.

If the County offers employment to an Employers Council consultant during this engagement and for six (6) months after the end of the engagement, the County agrees to pay Employers Council a lump sum of Twenty Thousand Dollars (\$20,000.00). The foregoing shall not apply to any offer of employment made to an Employers Council consultant who responded to an advertisement of general solicitation.

**Employers Council Billing**

As we have previously discussed, the work performed on this project is an additional service that is not included in the County's membership with Employers Council. As such, it is considered a pay-as-you-go service for a flat fee in the amount of **\$26,300.00** to be paid according to the following schedule of payments:

1. \$14,000 due no later than April 15, 2023
2. \$12,300 due no later than May 31, 2023, or upon completion of the engagement, whichever comes first.

All invoicing in this matter will be through Employers Council Services (ECS), a wholly owned subsidiary of Employers Council.

Mileage, accommodations, travel time, and other reasonable expenses incurred by the Consultants in connection with this engagement are not included in the amount quoted above and shall be paid by the County and invoiced separately. Mileage is based on IRS business standard mileage rate of 66 cents per mile, while travel time as specified above will be charged at a rate of \$60.00 per hour.

The billing amounts above are quoted at Employers Council's current Member Rate for services and assume the County will continue its membership through completion of the engagement. If the County terminates its membership before completion of the engagement, Employers Council and the County may elect to continue the engagement. If Employers Council and the County elect to

continue the engagement, further services will be charged to the County at Employer Council's current Non-Member Rate.

This project terminates upon completion, or **August 31, 2023**, whichever comes first. Any further services or projects not otherwise included as part of the County's Employers Council membership will require the execution of a new engagement letter.

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

**Agenda Item:** Acknowledgment of County Manager's Signature; Prof

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:** March 1, 2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

Maintenance agreement for elevator and escalators at the airport terminal

**Fiscal Impact:**

**Submitted by:** John Cattles

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 3/7/2023

**County Attorney Review:**

Required

Not Required

Comments:

Contractor adopted County contract form. Legally sufficient. SO 3/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/21/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/24/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

## PROFESSIONAL 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 Otis Elevator Company, whose address is 9750 E Easter Ave, Ste 100 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’s Proposal).

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 2/29/2024, unless sooner terminated or replaced as provided in this Agreement. The term of this Agreement is for one (1) year with four (4), annual one (1) year renewals if approved in writing by Gunnison County. In order to qualify for term renewal, contractor must agree to hold maintenance price schedule as defined in Appendix A – Scope Of Services - Section Special Provisions. Notification of annual renewal extension shall be made by Gunnison County, in writing, prior to 30 days before the expiration date of the current renewal period. The initial term shall be from March 1<sup>st</sup>, 2023 to February 29<sup>th</sup>, 2024.

### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Facilities Maintenance 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 initial Term (3/1/2023-2/29/2024), Gunnison County shall pay Contractor fees as more specifically not to exceed Nine thousand four hundred and forty No/100 U. S. Dollars (\$9,440) ("Compensation"). The effective date that each unit will be added to this Agreement is defined in Appendix A- Scope Of Services – Section Special Provisions. 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.

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

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

#### 5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, naming Gunnison County as an additional insured on an Owner's and Contractor's Protective Liability Policy (OCP), 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. Owner's and Contractor's Protective Liability Policy (OCP) with limits of \$2,000,000/\$2,000,000.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount of One Million (\$1,000,000) and One Million No/100 U.S. Dollars (\$1,000,000.00)

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 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. 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 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, and hold harmless Gunnison County, its Commissioners, agents and employees of and from damage, loss, injury (including reasonable attorney's) due 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, negligence, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to 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.

#### 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 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, lockout, labor dispute, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, pandemic, epidemic (other than Covid-19) natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, 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. Notwithstanding any provision to the contrary, neither party shall be liable for special, indirect, liquidated or consequential damages of any kind.

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: [Name]  
[Address]

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. Contractor does not agree to any inspection, audit or copy of any of its confidential, proprietary or trade secret information, data or documents, including, without limitation, financials.

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.

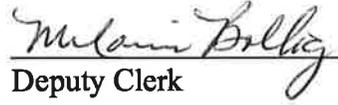
To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary 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:   
Matthew Birnie, County Manager

ATTEST:

  
Deputy Clerk



CONTRACTOR

By:

Its:

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

# Signature Contract



Signature  
Service

**ACCOUNT NAME &  
ADDRESS**

Gunnison Regional Airport  
711 W RIO GRANDE AV  
GUNNISON, CO 81230

**CUSTOMER NAME &  
CONTACT INFO**

John Cattles  
(970) 641-8560  
[facilitiesmaintenance@gunnisoncounty.org](mailto:facilitiesmaintenance@gunnisoncounty.org)

## CONTRACT SUMMARY



**MAINTENANCE** Overview of your preventative maintenance plan and which parts are included



**RELIABILITY & RESPONSIVENESS** Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



**COMMUNICATION** Summary of the many ways for you to communicate with us and receive information from us



**SAFETY & ENVIRONMENT** Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE & CLARIFICATIONS** Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT & ACCEPTANCE** Price and term of agreement followed by the signatory area and billing information

### COVERAGE TERMS

Price : \$2,220.00 per month, payable monthly in advance  
Duration : one (1) year(s)

### DELIVERING THE PROMISE

*We look forward to delighting you with world class service.*

Otis Elevator Company  
M:

For emergencies:  
OTISLINE® Customer Care 800.233.6847

PO BOX 2871  
GRAND JUNCTION, CO 81502  
[otis.com](http://otis.com)

# OTIS

Confidential

# Otis Maintenance

3/3/2023

**CUSTOMER NAME**

Gunnison Regional Airport  
711 W RIO GRANDE AV  
GUNNISON, CO 81230

**OTIS ELEVATOR COMPANY**

PO BOX 2871  
GRAND JUNCTION, CO 81502

**PROJECT LOCATION**

COMMERCIAL TERMINAL GUNNI  
711 RIO GRANDE AVE  
GUNNISON, CO 81230

**PROPOSAL NUMBER**

QTE-001605117

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

## EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Gearless Belted MRL	OTIS		U1N983
2	Escalator	OTIS		U1N981, U1N982

**CONTRACT PRICE**

The contract gross price is five hundred dollars (\$2,220.00) per month, payable monthly in advance.

**TERM & RENEWAL**

The Commencement Date will be 3/1/2023. The initial term of this Contract will be for one (1) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive one (1) year terms unless terminated by either party by giving written notice to the other party at least 30 days, but no more than 30 days prior to the end of the then-current term.

**PAYMENT**

Payments will be due and payable on or before the first day of each month for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the electronic invoicing email address(es). Exceptions for traditional mail delivery may be accommodated by notifying your account manager.

The method of payment will be check.

## **PRICE ADJUSTMENT**

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

## **OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)**

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

## **MAINTENANCE**

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

## **PARTS COVERAGE**

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

## **PARTS INVENTORY**

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

## **QUALITY CONTROL**

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

## **REPORTS – CUSTOMER PORTAL**

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

## **SAFETY**

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such

testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

## 24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

## TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

## NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

## OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

## SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict

### Equipment Effective Date

Equipment Name	Machine Number	Billing Start Date	Monthly Price
Elevator	U1N983	3/1/2023	\$500
Escalator	U1N982	1/1/2024	\$860
Escalator	U1N983	1/1/2024	\$860
<b>Total</b>			<b>\$2,220.00</b>

:

### Initial Term Billing Per Effective Dates Above:

Billing from 3/1/2023 – 12/31/2023 (1 elevator only) - \$500/month (\$5,000 total for 3/1/23-12/31/23)

Billing from 1/1/2024-2/29/2024 (all 3 units) - \$2,220/month (\$4,440 total for 1/1/24-2/29/24)

**Initial Term Total: 3/1/2023-2/29/2024 - \$9,440 total for initial term**

**Option Renewal Year 1** (3/1/2024-2/28/2025) : \$27,439.20 total (\$2,286.60/month)  
**Option Renewal Year 2** (3/1/2025 – 2/28/2026): \$28,262.40 total (\$2,355.20/month)  
**Option Renewal Year 3** (3/1/2026- 2/28/2027) : \$29,110.32 total (\$2,425.86/month)  
**Option Renewal Year 4** (3/1/2027 – 2/29/2028): \$29,983.68 total (\$2,498.64/month)

If renewal period is selected the annual price adjustment is fixed at 3%.

## **EXCLUSIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and

floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacturer; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

## UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

## OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the

software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

### **QUALITY AUDITS**

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

### **ACCESS**

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

### **ENVIRONMENTAL PROTECTION**

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

### **MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS**

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

### **INSTRUCTIONS / WARNINGS**

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

### **LOCK OUT / TAG OUT ("LOTO")**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

### **RESPONSIBILITY FOR THE UNITS**

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

### **CODE VIOLATIONS**

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

### **THIRD PARTY INTERFACE**

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

### **ELECTRICAL AND LIGHTING REQUIREMENTS**

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

### **ACCIDENT**

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

### **ENTRAPMENT**

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

## **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

## **TELEPHONE**

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

## **PRIVACY**

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

## **PURCHASE ORDERS**

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

## **MATERIAL BREACH BY CUSTOMER**

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half

percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

### **TERMINATION FOR CUSTOMER'S BREACH**

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

### **TERMINATION FOR BREACH BY US**

You may by written notice to Otis, terminate the Contract if Otis materially fails to perform any of our substantive obligations under the Contract, and does not cure such failure within ninety (90) days after receipt of such written notice from you specifying in detail such failure. In the event of a material uncured breach of our obligations hereunder, your remedy will be limited to the amount of payments actually made in accordance with this Contract during the twelve (12) months prior to such breach.

### **TRANSFER OF INTEREST IN PROPERTY**

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

### **FORCE MAJEURE**

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

### **LIMITATION ON DAMAGES**

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

## **INDEMNITY**

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

## **INSURANCE**

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

## **CERTIFICATES**

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

## **CONFIDENTIALITY**

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

## **ENTIRE CONTRACT**

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

## **AMENDMENT**

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

**SUBMITTED BY:** Brooke A Barker  
**TITLE:** Sr Business Development Manager  
**E-MAIL:** [BrookeA.Barker@otis.com](mailto:BrookeA.Barker@otis.com)

Accepted in Duplicate

Gunnison Regional Airport

Otis Elevator Company

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: Jenna Parezo

Title: \_\_\_\_\_ Title: General Manager, Denver

Email: \_\_\_\_\_ Email: [Jenna.Parezo@otis.com](mailto:Jenna.Parezo@otis.com)

Company Name: Gunnison Regional Airport

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent

OTIS MAINTENANCE

**BILL TO INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT**

Name: Phone \_\_\_\_\_  
Number: Fax \_\_\_\_\_  
Number: E-mail: \_\_\_\_\_

**TAX STATUS**

Are you tax exempt? (Yes or No)  
If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? (Yes or No) If yes, please provide contact info for PO renewal:

Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_



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

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**Agenda Item:** Approval for Letter of Support, Sno Trackers Capit

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Phil Chamberland with Sno Trackers is asking for a letter of support for a capital grant application which would help them purchase a new snowcat model PB 100. Please see the attached letter for your review and possible approval.

**Fiscal Impact:** n/a

**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\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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**Gunnison County Board of County Commissioners**

Phone: (970) 641-0248 • Fax: (970) 641-3061

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org) • [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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April 4, 2023

Tom Metsa  
Colorado State Parks  
13787 South Hwy 85  
Littleton, CO 80125

Tom,

Please accept this letter of support for the Gunnison County Sno Trackers capital grant application. Gunnison County is primarily a tourist and ranching community. As such, we depend on providing our visitors with unique and quality experiences that make their visits memorable and enjoyable. The work that Sno Trackers does providing quality groomed snowmobile trails provides a wonderful experience to our visitors and locals alike. The opportunity to see the unique high mountain vistas and enjoy the experience of snowmobiling is one that is enhanced by the grooming program managed by Sno Trackers.

The economic benefits to Gunnison County of a quality grooming program cannot be understated. A recent Western State University report shows that Crested Butte trails average over 100 visitors per day. Crested Butte is home to four snowmobile rental companies. The jobs created by these companies are integral for locals who are living and working in a recreational economy. In addition to the rental companies' use, we get many snowmobilers from around the State and Country visiting specially to ride our trails. The economic benefit of these visitors helps many local businesses support jobs that are critical to making a living in a small mountain community.

The trails are used by multiple types of winter recreationalists, including cross country skiers, back country skiers, fat bike riders, snowshoers, and even the occasional hiker. The Kebler trail is used by full time residents who live in the town of Irwin. Without the grooming program their daily commute would be much more difficult. These trails are truly "multi-use" and are a prime example of the benefits of collaborative management of our public lands.

We'd like to thank you for your past support of the Sno Trackers grooming program and ask that you give support for the much-needed replacement of the current snow cat being used by Sno Trackers.

*Sincerely,*

Gunnison County Board of Commissioners

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Jonathan Houck,  
Commissioner

Liz Smith,  
Commissioner

Laura Puckett Daniels,  
Commissioner

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

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**Agenda Item:** Approval for Memorandum of Agreement between Weste

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

**Parties to the Agreement:** Western Colorado University

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

MOU between WCU and County for GOCO fellowship grant

**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: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/29/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/29/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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**Memorandum of  
Agreement Between  
Western Colorado University and Gunnison County**

This Memorandum of Agreement (MOA or Agreement) is hereby made and entered on this 21st day of February 2023 by and between Western Colorado University (Western) and Gunnison County.

Background: This partnership provides a framework for the parties to cooperatively manage the Great Outdoors Colorado (GOCO) Fellowship program that is mutually beneficial to the parties, and that enhances activities in Gunnison County. Gunnison County will contribute \$130,500 as awarded by GOCO, to the Center for Public Lands at Western Colorado University to support the Fellow's salary, benefits, and professional development.

Title: Great Outdoors Colorado Fellowship

I. Purpose:

The purpose of this agreement is to document the cooperation between Western and Gunnison County, in partnership to manage the GOCO Fellow.

II. Project Description:

Gunnison County's Sustainable Tourism and Outdoor Recreation Committee (STOR) and Western Colorado University's Center for Public Lands (CPL) have secured a grant from Great Outdoors Colorado (GOCO) to support innovative recreation management programs in the Gunnison Valley. The GOCO Fellowship Program aligns with the mission of CPL to train future land managers through project-oriented collaboration with agencies and local communities to promote conservation and sustainable recreation. Similarly, the Gunnison County Board of Commissioners created the STOR community coalition to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially, and financially) and aligns with community values. The GOCO Fellow will unite STOR and CPL resources to advance sustainable recreation initiatives in order to strengthen the resiliency of the Gunnison County community. Through this unique partnership, the Fellow will work on cutting-edge recreation initiatives in a place where organizations are responding collaboratively and creatively to pressing social and ecological pressures. This Fellow will cultivate leadership skills, develop a robust network of outdoor professionals, work in diverse recreation sectors, and participate in planning initiatives that are being watched throughout the nation as examples of innovation in conservation and recreation.

Under the supervision of Western and STOR, the GOCO Fellow will be immersed in recreation conversations from a range of perspectives including local government, non-profit, agencies, and higher education, and will get to know the breadth of opportunities for outdoor careers. In turn, CPL, STOR, and the public lands of Gunnison County will benefit from the perspectives of a Fellow who possesses a unique background and experience. CPL is particularly committed to overcoming barriers to entry to public lands careers by equipping diverse future land managers with skills needed to respond to socio-

ecological pressures in an era of rapid environmental change, as well as the leadership needed to effect change in bureaucratic systems.

III. Supervision of GOCO Fellow

During the academic year, Western will be responsible for supervision of the GOCO Fellow. During the summer field season, Gunnison County will assume responsibility for the GOCO Fellow's supervision. During the academic year, Western will be responsible for supervision of the GOCO Fellow, including tracking and accounting of activities. During the summer field season, Gunnison County will supervise the GOCO Fellow's in-the-field activities, but Western will continue to assume responsibility for tracking and accounting.

IV. Project Funding:

This project will be funded with \$150,000 contribution grant from GOCO awarded to Gunnison County. Gunnison County will transfer \$130,500 of the grant award to Western to support two years of the Fellow's salary, benefits, and professional development. Gunnison County and Western will each receive 50% of the \$19,500 awarded for administrative expenses associated with grant management and supervision. Gunnison County will provide an additional \$3,000 in in-kind matching funds from the Stewardship Coordinator's salary, and Western will provide an additional \$8,200 in in-kind matching funds from the salaries of the CPL Director and/or Program Manager.

V. Invoicing:

Western will submit invoices for reimbursement on the 5<sup>th</sup> day of each month, and will add 7.5% of indirect to each invoice.

VI. Reporting:

Western will provide Gunnison County with information needed to fulfill reporting requirements. Gunnison County will retain responsibility for completing and submitting all reports to the State.

VII. Non- Assignment:

Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

VIII. Compliance with laws:

The parties will comply with all applicable laws, ordinances, rules and regulations governing their respective duties or responsibilities under this MOU.

IX. Indemnification:

Western agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Western or its employees, subcontractors 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 or expiration.

X. Insurance:

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

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

For all coverages required under this Agreement, Western's insurer(s) shall waive subrogation rights against the County by policy endorsement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Western to the County under this Agreement. Western shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

XI. 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.

XII. Independent Contractor:

In carrying out its obligations and activities under this Agreement, Western is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Western does not have any authority to bind Gunnison County in any manner whatsoever. **Western and its employees acknowledge and agree that Western is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage from Gunnison County.** Further, Western is obligated to pay federal and state income tax on any moneys paid in relation to the services.

Principal Contacts:

<p><b>Western Colorado University Program Contact</b></p>	<p><b>Western Colorado University Administrative Contact</b></p>
<p>John Hausdoerffer, Ph.D.          Dean, Clark School of Environment and Sustainability          Interim Director, Center for Public Lands          1 Western Way          Gunnison, CO 81231          970-943-2233          jhausdoerffer@western.edu</p>	<p>Laura Kerr          Director of Sponsored Programs and Grants          Authorized Organizational Representative          1 Western Way          Gunnison, CO 81231          970-943-3400          lkerr@western.edu</p>
<p><b>Gunnison County Program Contact</b></p>	<p><b>Gunnison County Administrative Contact</b></p>
<p>Cathie Pagano          Assistant County Manager for Community &amp; Economic          Development          221 North Wisconsin, Suite D          Gunnison, CO 81230          970-641-0360          cpagano@gunnisoncounty.org</p>	<p>Matthew Birnie          Gunnison County Manager          200 E. Virginia Avenue Gunnison, CO 81230          970-275-0248          mbirnie@gunnisoncounty.org</p>

In Witness Whereof, the parties have caused this MOA to be executed by their duly authorized officers as of the date and date first written above.

\_\_\_\_\_  
 Laura Kerr  
 Director of Sponsored Programs, AOR  
 Colorado University

\_\_\_\_\_  
 Matthew Birnie  
 Gunnison County Manager Western

## **GRANT AGREEMENT**

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Project Name: Gunnison County & Western State Fellow  
Project Completion Date: June 30, 2024  
Contract No.: 22803

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### **PARTIES TO AGREEMENT**

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund  
Address: 1900 Grant St., Ste. 725, Denver, CO 80203  
E-mail Address: mbrady@goco.org  
Contact Name: Matt Brady  
Telephone: 303-226-4520

Grantee: Gunnison County  
Address: 202 E. Virginia Ave., Gunnison, CO 81230  
E-mail Address: jlavorini@nationalforests.org  
Contact Name: Joe Lavorini

Date: January 11, 2022

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### **EXHIBITS**

Exhibit A Resolution  
Exhibit B Budget

## RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space and recreational resources.
- B. In 2021, GOCO created a statewide grant program, pursuant to which eligible entities could apply for grants to host two-year fellowship positions. Grantee listed above (“Grantee”) submitted a detailed fellowship application (“Fellowship Application”) that contemplates hosting a fellow and the broader scope of work that person shall perform. GOCO approved Grantee’s Fellowship Application, which is incorporated into this Agreement by reference, on December 9, 2021, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Fellowship Application. The position described in the Fellowship Application is referred to as the “Fellowship.”
- C. To the extent proposed in the Budget (defined below), Grantee shall obtain the matching cash and in-kind contributions for the Fellowship.
- D. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

## AGREEMENT

NOW, THEREFORE, in consideration of the premises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$150,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Fellowship as approved by GOCO. In the event of a conflict between the Fellowship Application, the parties shall resolve the conflict by mutual agreement. Grantee has provided GOCO with a resolution adopted by Grantee’s governing body authorizing Grantee’s acceptance of the Grant, subject to this Agreement, and designating an appropriate official to sign this Agreement on Grantee’s behalf. The resolution is attached as Exhibit A. Grantee agrees to use its best efforts to complete the Project.
3. Project Scope. Grantee will not materially modify the Fellowship without the written approval of GOCO Staff (“Staff”) or the Executive Director of GOCO (“Executive Director”). Any material change to the Fellowship, whether or not such change is approved in writing by

GOCO, may result in a reduction of GOCO's Grant or may require a refund to GOCO from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Fellowship that is not approved in writing by GOCO may result in termination of the Grant.

4. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated overhead associated with the Fellowship, a copy of which is attached and incorporated as Exhibit B ("Budget"). The Fellowship Application contains a budget that may not match the approved version attached as Exhibit B and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit B shall control until such time as GOCO approves the final version.

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by Staff, the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

6. Future Funding. This Agreement and the Grant only apply to the Fellowship specifically described in this Agreement. GOCO makes no representations regarding future funding for future positions, whether or not described in the Fellowship Application or otherwise.

## SECTION 2 – GRANT PAYMENT

7. Payment of Grant. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in Section 3. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

A. Advanced Payment. The Grantee may request an advanced payment of 75% of the grant amount upon execution of this Agreement. Grantee must submit sufficient documentation (including contracts, invoices, paystubs, or other reasonable evidence of payment for goods or services) to GOCO on an annual basis for all grant funds and matching funds expended to-date.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the

year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within thirty (30) days of receipt of any notifications to achieve a resolution, as appropriate. GOCO may elect to have the grantee report at our fiscal year end OR when the grant closes out.

B. *Final Payment.* The Grantee may request one final payment of the grant balance or amount for actual expenditures made, whichever is less, upon GOCO's approval of a final report.

8. Payment Schedule. Upon execution of this Agreement, the Grantee is authorized to request an advanced payment. Grantee may request a final payment upon project completion and in conjunction with the submission of a final report.

9. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Fellowship or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Fellowship have occurred from how the Fellowship was presented in the Fellowship Application, approved by GOCO without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Fellowship Application or this Agreement is untrue, inaccurate or incomplete in any material respect; or

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion.

### **SECTION 3 – CONDITIONS PRECEDENT**

10. Project Completion Date. Grantee shall submit a final report no later than June 30, 2024. Grantee may request an extension of the Fellowship in compliance with GOCO's Overdue Grants Policy, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.

11. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Fellowship will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing.

12. Matching Funds. To the extent shown in the Budget, matching funds must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff.

#### SECTION 4 – OTHER PROVISIONS

13. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Fellowship; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Fellowship. If any events are planned in relationship to the position, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall give timely notice of the Fellowship, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the position is based, as well as to other appropriate public officials. Grantee shall cooperate with GOCO in preparing public information pieces, providing slides and photos collectively, "Fellowship Materials") from time to time. . For the avoidance of doubt, all Fellowship Materials generated by Grantee constitute a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)). Grantee agrees that all copyrights and other property rights in the Fellowship Materials developed by Grantee in conjunction with the Fellowship position are further owned by GOCO. Grantee forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns shall have the exclusive right to file copyright applications in the United States and throughout the world to the Fellowship Materials or any portion of them in the name of GOCO. Grantee agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this Agreement with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce GOCO's rights under this provision.

14. Reporting. Prior to the Fellowship Completion Date, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Fellowship ("Final Report"). The Fellowship is complete when all efforts proposed in the Fellowship Application or in any subsequently approved modification have been completed. The Final Report must be submitted using GOCO's Final Report Form (available by contacting GOCO). In its discretion, GOCO may request additional documentation before its approval of the Final Report.

15. Liability.

A. Indemnity. To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend and hold harmless GOCO, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees)

resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend and hold harmless GOCO, Executive Director and Staff from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

16. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the hiring, management, and operation. Grantee shall retain the accounts, documents, and records related to the Fellowship for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

17. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding and/or terminate this Agreement.

B. *After Payment of Grant.* GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to return of all or a portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans or projects.

18. GOCO Policies. With regard to all named GOCO policies referenced in this Agreement, Grantee acknowledges it has received a copy of the policies or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

19. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement.

D. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of GOCO or the State of Colorado.

E. *Time is of the Essence.* Time is of the essence in this Agreement.

F. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the Fellowship.

G. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

H. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

I. *Construction; Severability.* Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation

of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

J. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

K. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of 2/18/2022.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
GUNNISON COUNTY

By:  DocuSigned by:  
47FF78193BA94A2...

By:  DocuSigned by:  
DF57D9FBAE8C463...

Name: Jackie Miller  
Title: Executive Director

Name: Matthew Birnie  
Title: county Manager

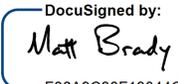
GOCO Program Staff:  
Route Grant Agreement to  
Executive Director for signature:  
 DocuSigned by:  
F86A9C38F13044C...  
Name: Matt Brady  
Title: Grants Officer

EXHIBIT A  
Resolution

EXHIBIT B  
Approved Budget

PROJECT BUDGET							
	Source of Funds	Date Secured		GOCO Funds	Applicant Funds	Partner Funds	Total Funding
<b>CASH</b>							
	GOCO Grant			\$150,000.00			\$150,000.00
							\$0.00
							\$0.00
							\$0.00
<b>IN-KIND</b>							
	Gunnison County, STOR Committee				\$3,000.00		\$3,000.00
	Western Colorado University, Center for Public Lands [Partner Source]	Oct-21				\$57,790.00	\$57,790.00
							\$0.00
<b>TOTAL SOURCE OF FUNDS</b>				<b>\$150,000.00</b>	<b>\$3,000.00</b>	<b>\$57,790.00</b>	<b>\$210,790.00</b>

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
<b>Category</b>							
<i>Gunnison County</i>	Fellow Salary (annual)	2.00	\$50,600.00	\$101,200.00			\$101,200.00
<b>Category</b>							
<i>Gunnison County</i>	Fellow Benefits (25% of salary)	2.00	\$12,650.00	\$25,300.00			\$25,300.00
<b>Category</b>							
<i>Gunnison County</i>	Professional Development (annual)	2.00	\$2,000.00	\$4,000.00			\$4,000.00
<b>Category</b>							
<i>Gunnison County/WCU</i>	Overhead (15% of total)	1.00	\$19,500.00	\$19,500.00			\$19,500.00
<b>Category</b>							
<i>vendor/service provider</i>							\$0.00
<b>USE OF FUNDS - CASH SUBTOTAL</b>				<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

IN-KIND	Use of In-Kind Funds	# of Units (Hours)	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
<b>Category</b>							
<i>Western Colorado University</i>	Fellow Oversight, CPL Director	80.00	\$40.00			\$3,200.00	\$3,200.00
<b>Category</b>							
<i>Western Colorado University</i>	Fellow Oversight, CPL Program Manager	200.00	\$25.00			\$5,000.00	\$5,000.00
<b>Category</b>							
<i>Gunnison County/NFF/STOR</i>	Fellow Oversight, Gunnison County Stewardship	120.00	\$25.00		\$3,000.00		\$3,000.00
<b>Category</b>							
<i>Gunnison County/WCU</i>	WCU Overhead (38% negotiated federal indirect rate)					\$49,590.00	\$49,590.00
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>					<b>\$3,000.00</b>	<b>\$57,790.00</b>	<b>\$60,790.00</b>

Contingency - up to 10% (not required, cannot be GOCO funds)	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
<b>Contingency</b>				\$0.00
<b>USE OF FUNDS - CONTINGENCY SUBTOTAL</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>TOTAL PROJECT COST</b>	<b>\$150,000.00</b>	<b>\$3,000.00</b>	<b>\$57,790.00</b>	<b>\$210,790.00</b>
<b>Remember: the Total Project Cost row must equal the Total Source of Funds row</b>				



# GOCO FELLOWSHIP PROGRAM

Great Outdoors Colorado's (GOCO) Fellowship Program offers young people from diverse and non-traditional backgrounds an opportunity to begin their careers at an array of outdoor-oriented partner organizations across the state. Through the fellowship, GOCO will fund two-year positions with partner organizations focused on the organization's needs, while offering a broad spectrum of professional and leadership development opportunities.

Because both GOCO and our partners desire to create a more robust pipeline for careers in the conservation and outdoor recreation community, GOCO will operate as a collaborative partner evolving our mutual approach as this program matures. GOCO will provide backbone support, coordination, and funding for professional development opportunities, shared experiences, and other related expenses outside of this funding opportunity. Additionally, GOCO will cultivate a mentor network to support these young professionals while they are engaged in the program and beyond.

Given the unique mission and priorities of each partner organization, no fellowship experience will look the same. However, when designing the role, partner organizations should contemplate a focus area, discrete project needs, and opportunities for fellows to participate in regional or statewide conversations related to conservation and outdoor recreation. Additionally, a fellow's experience should encompass one or more of GOCO's five program values:

- *Resource conservation* | We value strategic land conservation and resource protection work.
- *Outdoor stewardship* | We support sustainability of and improvements to the state's natural and recreational resources.
- *Community vitality* | We invest in conservation and outdoor recreation efforts that support communities and quality of life.
- *Equitable access* | We partner with communities to break down barriers to the outdoors.
- *Youth connections* | We believe children and their families deserve opportunities to get outside and experience all the benefits of doing so.



GOCO is excited to work with partners to create a unique and meaningful experience for young people throughout Colorado, while building future leaders for the conservation and outdoor recreation community. We look forward to working with and learning from our partners over the duration of this program.

**ABOUT US:** GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Our independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created by voters in 1992, GOCO has committed more than \$1.3 billion in lottery proceeds to more than 5,300 projects in all 64 counties without any tax dollar support. For more information, please visit [www.GOCO.org](http://www.GOCO.org).

## General Guidance

**IMPORTANT DATES:** Please submit proposals via email to [emeyer@goco.org](mailto:emeyer@goco.org) by October 14, 2021. The following table lists the timeline for the [2022-2024 Fellowship](#). These dates serve as a roadmap for the upcoming year for both GOCO and partner organizations. GOCO will work with the collective of host organizations to plan mutually agreed upon, quarterly professional development experiences (including dates) in advance of the summer start date to ensure shared experiences for all fellows throughout the duration of the program.

**APPLICANT ELIGIBILITY:** This program is by invitation only for entities eligible to receive GOCO open space and local government funds as listed below.

- a. Colorado municipality or county
- b. Title 32 special district eligible to receive distributions from the Conservation Trust Fund
- c. Political subdivision of the State of Colorado that includes in its mission the identification, acquisition, or management of open space and natural areas
- d. 501(c)(3) non-profit land conservation organization that includes in its mission the identification, acquisition, or management of open space and natural areas, e.g., land trusts
- e. Colorado Parks and Wildlife

**AVAILABLE FUNDING, MATCH REQUIREMENTS, AND ELIGIBLE/INELIGIBLE EXPENSES:** GOCO anticipates funding for individual fellows at or around \$75,000 per year, which encompasses all aspects of employment (salary, benefits, etc.).



The following list, though not comprehensive, outlines specific eligible costs for this program. Please discuss any potential project expenses with Erika Meyer ([emeyer@goco.org](mailto:emeyer@goco.org)) to determine the eligibility of those expenses prior to applying.

ELIGIBLE COSTS
Fellow salary
Fellow benefits e.g. – retirement packages, health insurance, life insurance, vacation, and sick leave
Professional development such as conferences and trainings
Overhead e.g. – reimbursement for required travel, office equipment, supplies

Match can be a combination of cash (if applicable) and in-kind services. The following list, though not inclusive, outlines eligible types of match.

ELIGIBLE MATCH
Costs associated with management and coordination of the fellow
Overhead directly associated with the fellow

If you have questions about eligible and ineligible expenses or match, please reach out to GOCO staff for further conversation.

## **Administration Information**

If selected, GOCO will work with you to develop a Memorandum of Agreement that outlines clear expectations between your organization and GOCO over the duration of the fellowship.



FELLOWSHIP PROGRAM

# APPLICATION

Applicant Organization:

Applicant Name:

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Total Cost:

Please include the following along with this cover page:

- Responses to Proposal Narrative prompts
- Budget (please use the form provided with the application)
- Applicants may consider providing the following attachments:
  - Maps and/or photos
  - Letters of support from partners, community members, volunteers, etc.
  - Other relevant documents

**PROPOSAL NARRATIVE:** Please submit a concise narrative using the following prompts. Responses need not follow the order or formatting below but should answer all the considerations put forth. Please limit narrative responses to 3 pages:

- Discuss the fellowship experience your organization will provide, identifying anticipated roles and responsibilities the fellow will assume. Discuss your motivation to host a fellow and how doing so will further your organization's mission and priorities. Describe your organization's capacity to host, support, and mentor a young professional. Please identify the staff person (or persons) who will oversee the fellow and his/her/their unique skills to mentor a fellow.

**Gunnison County's Sustainable Tourism and Outdoor Recreation Committee (STOR) and Western Colorado University's Center for Public Lands (CPL)** and are seeking a Fellow to support innovative recreation management programs in the Gunnison Valley. The Great Outdoors Colorado's (GOCO) Fellowship Program aligns with the mission of CPL to train future land managers through project-oriented collaboration with agencies and local communities to promote conservation and sustainable recreation. Similarly, the Gunnison County Board of Commissioners created the STOR community coalition to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially, and financially) and aligns with community values. The GOCO Fellow will unite STOR and CPL resources to advance sustainable recreation initiatives in order to strengthen the resiliency of the Gunnison County community. Through this unique partnership, the Fellow will work on cutting-edge recreation initiatives in a place where organizations are responding collaboratively and creatively to pressing social and ecological pressures. This Fellow will cultivate leadership skills, develop a robust network of outdoor professionals, work in diverse recreation sectors, and participate in planning initiatives that are being watched throughout the nation as examples of innovation in conservation and recreation.

Gunnison County contains over 80% public lands which host visitors from around the world across all seasons. Outdoor recreation is one of the highest contributors to the Gunnison County economy, with 25% of employment in the leisure and hospitality sectors. Furthermore, visitation to surrounding National Forest lands (over 60% of the land in the Gunnison Valley) has more than doubled in 10 years, creating high potential to diminish forest resources as well as user experiences. Recreation infrastructure has remained unchanged for decades, despite changing use types, patterns, and levels. CPL and STOR have been leaders in convening agencies, stakeholder groups, and the public to research, design and implement novel approaches to vexing land management challenges. In our organizations, the GOCO Fellow will be immersed in recreation conversations from a range of perspectives including local government, non-profit, agencies, and higher education, and will get to know the breadth of opportunities for outdoor careers. In turn, CPL, STOR, and the public lands of Gunnison County will benefit from the perspectives of a Fellow who possesses a unique background and experience. CPL is particularly committed to overcoming barriers to entry to public lands careers by equipping diverse future land managers with skills needed to respond to socio-ecological pressures in an era of rapid environmental change, as well as the leadership needed to effect change in bureaucratic systems.

Through the CPL/STOR partnership, we are building a Learning Laboratory where students, land managers, and the public will come to study innovative responses to rapid social and environmental change in recreation. For example, CPL is training students to manage the dispersed camping system being implemented by the Forest Service in the Crested Butte area under the guidance of STOR (see attached article). Four graduate students worked with STOR and CPL over three years to study and plan this initiative, and the Center for Public Lands was recently awarded a grant from the National Forest Foundation (NFF) to research and develop expertise in innovative finance models to fund infrastructure and sustainability projects. The GOCO Fellow will play a role in launching this program and evaluating its effectiveness during the upcoming seasons.

The Fellow will be instrumental in identifying unrealized potential for collaboration and future topics to explore in the Learning Laboratory. During the tenure of the fellowship, STOR will identify local project needs, CPL will identify graduate students to address those needs, and the Fellow will coordinate the project work, ensuring it responds to the community-identified need and furthers outdoor stewardship and resource conservation goals. We anticipate 4-6 graduate students in Western's Master in Environmental Management (MEM) or MS in Ecology (MSE) programs will complete master's projects that offer technical assistance, research expertise, and strategic planning to county-identified priorities. Past projects have focused on summer recreation influences on ungulates in the Gunnison Basin, fire management interventions in the Gunnison National Forest, and an overnight permit process in the Maroon Bells-Snowmass Wilderness. The Fellow will thus be engaged in a range of local conservation issues, gaining exposure to different management approaches along with leadership experience. These projects will be strengthened by Fellow's role in coordinating stakeholders, accessing and distributing resources, and facilitating clear communications.

In addition, the Fellow will assist in administration of STOR by attending meetings and recording minutes. Through full participation in the STOR Committee, the Fellow will learn the inner workings of this grassroots planning model, and be prepared to spread it throughout the state in future work. During a September visit to Gunnison, Senator Hickenlooper expressed his belief that every Colorado mountain town should have a STOR Committee, and this Fellow will enact the Senator's vision as a voice for sharing its strengths and opportunities throughout the GOCO Fellows network and the state of Colorado. Another program highly watched around the state is the STOR Corps. To enact the vision of STOR, Gunnison County created a conservation corps dedicated to local on-the-ground stewardship. STOR Corps is supported by the National Forest Foundation, the Tourism and Prosperity Partnership (TAPP), and the GOCO Stewardship Impact Grant. A CPL student is currently researching ways to turn the STOR Corps into a statewide Forest Corps. As the Fellow will help to oversee and manage STOR Corps during the summer, the Fellow will also be ready to lead the state in establishing local recreation and conservation corps that respond to our most pressing stewardship needs.

To meet the objectives of the GOCO Fellowship, we will utilize Western Colorado University faculty and graduate students, STOR Committee members, and Gunnison County and agency staff to engage creative responses to land management challenges in association with recreation in the Gunnison Valley. Such work for the Fellow could include:

- Lead strategic planning for both organizations,
- Recruit donors and partners to the Gunnison Stewardship Fund and pursue development opportunities for the Center for Public Lands,
- Inventory, assess readiness for, and assist in preparing project applications for Great American Outdoors Act (GAOA) funding,
- Plan and recruit youth to work on local recreation and conservation projects.

In all aspects of this work, the Fellow's experience will encompass core GOCO values of resource conservation, outdoor stewardship and community vitality.

Hosting the GOCO Fellow aligns with CPL's mission to diversify the public lands workforce, train emerging professionals with cutting-edge skills, and engage diverse publics. STOR and CPL are in a period of growth and are seeking additional support as we launch new initiatives to face the challenge of growing recreational use in public lands. This region provides an ideal place for a young professional to learn about numerous conservation issues in a place that is eager to experiment with new approaches to challenging land management situations. Furthermore, the Fellow will be an integral part of sharing successful management strategies around the state, as well as providing Gunnison County with new concepts to incorporate into our Learning Laboratory.

Dr. Melanie Armstrong at the Center for Public Lands and Joe Lavorini at STOR will be the primary mentors of the Fellow. Dr. Armstrong directs CPL and is the interim dean of Western's Clark School of Environment and Sustainability. Her wide-ranging background includes work in communications, environmental history, and cultural geography, along with a 15-year career in land management with the National Park Service. Armstrong has nearly 20 years of classroom, field and remote teaching experience, and has been an innovator in creating Western's Master of Environmental Management curriculum that responds to program's vision for advanced place- and project-based learning. She has formally mentored 27 MEM students, empowering them to achieve individual career goals, complete projects that impact communities, and pursue intellectual and emotional growth through higher education. In addition, she has mentored two AmeriCorps VISTA members, taught workshops to prepare students for professional careers, supervised grants and conducted research on a range of environmental issues. Her commitment of time and energy to instructing students in and out of the classroom manifests her personal belief that education is socially transformative and vital to the creation of just societies.

Joe Lavorini is the Gunnison County Stewardship Coordinator at National Forest Foundation and facilitates the County's Sustainable Tourism and Outdoor Recreation Committee. Lavorini's strengths are in program development, community engagement, and conservation leadership. He has 15 years of environmental conservation experience beginning with standing up a non-profit organization focused on transitioning to a new energy economy in Colorado Springs. Lavorini then transitioned to public lands stewardship through his role with the Rocky Mountain Field Institute. Lavorini recently earned his Master of Environmental Management degree at Western Colorado University, where he created a jobs corps program modeled in-part on the Civilian Conservation Corps. He has supervised dozens of employees throughout his career and his leadership experience includes training from the Center for Creative Leadership.

We will provide the Fellow with office space and resources (i.e., computer, printer, software) to complete all job responsibilities. In addition, the Fellow will have numerous opportunities for professional development by participating in events at CPL and at Western, including the chance to sit in on classes in the MEM and MSE programs. Furthermore, the Fellow will be provided invaluable experiences to work with the STOR and CPL staff and be mentored by experts in the field of public lands management who have a variety of backgrounds and experiences.



BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 2022 - 35

**A Resolution Approving the Grant Application for a Stewardship Impact Grant from the State Board of the Great Outdoors Colorado Trust Fund and the implementation of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program**

**WHEREAS**, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County Stewardship Program on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. If the grant is awarded, Gunnison County supports the completion of the project.

**WHEREAS**, Gunnison County has requested \$300,000 from Great Outdoors Colorado to implement the Gunnison County Sustainable Tourism and Outdoor Recreation Committee Stewardship Program.

**NOW, THEREFORE**, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

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

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted on this 6th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

  
Jonathan Houck, Chairperson

  
Roland Mason, Commissioner

  
Elizabeth Smith, Commissioner

ATTEST:

*Melanie Bellig*  
Gunnison County Deputy Clerk



Gunnison County, CO  
9/8/2022 3:53:48 PM  
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Page 2 of 2  
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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Acknowledgement of County Manager's Signature; Pro

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see attached Professional Services Agreement and scope of work contained in the RFP Submittal from ACTenviro. They will be collecting/disposing of items in the household hazardous waste cleanup event. April 21-22, 2023

**Fiscal Impact:**

**Submitted by:** M Bollig for Martin Schmidt

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/22/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/22/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 21 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 Advanced Chemical Transport, Inc. (dba ACTenviro), whose address is 967 Mabury Road San Jose, CA 95133 “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 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 April 28,2023, unless sooner terminated or replaced as provided in this Agreement.

#### 3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Protection of the Environment strategy, as outlined in the Gunnison County Strategic Plan.

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

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Thirty-Nine Thousand, and No/100 U. S. Dollars (\$ 39,566.00 ) (“Compensation”). Five-Hundred, Sixty-Six dollars

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.

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

#### 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: ACTenviro  
Diane White - Director of Proposals  
967 Mabury Road  
San Jose, CA 95133

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:   
Matthew Birnie, County Manager

ATTEST:

  
Deputy Clerk



CONTRACTOR

By: Shawn Ball   
Its: Vice President - Commercial Div.

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:



**Request for Proposals  
(RFP)**

**Household Hazardous Waste Cleanup Event for  
April 21<sup>st</sup> and 22<sup>nd</sup> of 2023**

**A Public Improvement Project in  
Gunnison County, Colorado**

Prepared by:  
Gunnison County Public Works  
195 Basin Park Drive  
Gunnison, CO 81230

**Household Hazardous Waste Cleanup Event**  
Request for Proposals

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**Household Hazardous Waste Cleanup Event**  
Request for Proposals

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**Section I. Summary Introduction**

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**Introduction**

Gunnison County is seeking a qualified, experienced, and creative firm to provide collection, transportation and disposal services for a County wide household hazardous waste collection event.

Responses to this Request for Proposal (RFP) will be used to identify a qualified contactor to lead or support this event.

**Background**

Gunnison County has a long history of providing a community wide hazardous waste cleanup day for the community. Due to COVID-19, staff changes, and other situations, 2019 was the last time a cleanup occurred. We work with several local stakeholders to put on this event, utilizing a common drop-off and staffing the drop-off with volunteers. The community sees a benefit to keeping household hazardous wastes to a minimum, and out of the landfill. These ongoing events are critical to reaching that goal due to the lack of other options for disposal in our high mountain community. Most of the past events were in the fall, but in the interest of shortening the gap between events, we are planning on a spring event this year.

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**Section II. Project Scope**

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**Project Description:**

The successful Contractor's responsibilities include the screening; handling; transporting; and recycling, treating, or disposing of "Household Hazardous Waste", received from during a two-day drive-through HHW Collection Event. The Contractor selected under this proposal will be responsible for managing all household wastes, with a few exceptions (e.g., radioactive, infectious or biological, explosive or shock-sensitive wastes, and dioxins). The City and the County will provide the Contractor volunteer assistance for non-hazardous tasks. The proposal should describe the proposed tasks for which volunteers are being requested, and the number of volunteers sought based on your experience with a similar event. The following services should be provided, but is not limited to:

A. Screening and identification of wastes

The volunteers will have initial contact with participants to provide the initial eligibility screening of products being dropped off and conduct a participant survey. After this initial eligibility screening, the Contractor will have sole responsibility for screening incoming vehicles for acceptable wastes. The County and the Contractor will negotiate the final list of wastes that will be accepted under this proposal.

B. Bulking and packaging wastes

C. Labeling wastes and placarding vehicles for transport and transporting wastes for treatment or disposal (Note: All wastes must be removed from the site within a week.)

**Household Hazardous Waste Cleanup Event**  
Request for Proposals

E. Documentation

Contractor shall report/deliver to County and City the following:

- 1.container content records, at time of collection
- 2.manifest(s), at time of collection
- 3.shipping papers for all wastes before they leave the Event site
- 4.exception report(s), at time of filing (Note: Contractor will be required to file an exception report to the EPA if the manifest delivered with the waste is not returned from a subsequent handler of the waste.)
- 5.Contractor shall provide information regarding what type of tracking document, other than a certificate of disposal, they would be able to provide when requested. The Contractor shall disclose if there will be any additional fees should documentation be requested

F. Pre-Event planning and post-Event evaluation

The Contractor shall assign a project manager as the point of contact for event planning and execution. The Contractor's project manager shall be available to attend at least one pre-Event meeting with County and City's HHW Collection Event planning team to evaluate and finalize the Event site plans, clarify respective roles and responsibilities, and review site-wide Health and Safety and Contingency Plans. (The site-wide Health and Safety and Contingency Plans will need to be coordinated with the Contractor's Health and Safety and Contingency Plans for the hazardous waste station.)

The Contractor shall also be available to participate in one training session of approximately one hour for Event station managers prior to the start of the Event. The Contractor shall also be responsible for conducting a 15-30 minute training session of volunteers the morning of the Event.

The Event should be approximately 5 hours starting each morning. Based on our experience and use of volunteers, we would prefer to be open to the public sometime between 8:00 a.m. and noon with adjustments made to maximize contractor and volunteer support.

### **Section III. Process**

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**Project Objectives:**

1. Create a collaborative environment for local partners to host a successful, professional event in or around the City of Gunnison.
2. Provide a low-cost disposal option for household hazardous waste for Gunnison County residents. Disposal should include, at a minimum, acids, antifreeze, car batteries, batteries, cleaners, caustics, fertilizers, flammable liquids, oils, paints, herbicides and pesticides.
3. We are requesting an additional alternate to dispose of unknown hazardous wastes in liquid and solid forms. This will be chosen based on the potential price for disposal and may or may not be included in the final contract.
4. Ensure disposal of the waste in an environmentally sound manner.

**Household Hazardous Waste Cleanup Event**  
Request for Proposals

## **Section IV. Submission Requirements**

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The County shall not be liable for costs incurred in the preparation of a response to this RFP or in conjunction with any presentation associated with the response to this RFP. Submission packages should include an electronic version of the proposal in PDF format. Gunnison County welcomes a creative response to the RFP in any format that best expresses the proposal. Firms submitting responses to this RFP solicitation must provide the following information and materials.

**Interest:**

In a brief statement, indicate your interest in the project and our organization.

**Experience and Professional Qualifications:**

In order to assess the capability of the contractor to carry out a quality event, please provide the following information.

- The status of the organization (partnership, corporation, etc.).
- Identification of any principals, partners, and subcontractors that would participate in the deliverable process, the nature of each participant's role, and a summary of relevant experience of all key participants.
- Past experience summary - identification of household hazardous waste event projects, including location, scale, date completed, local references, and other relevant factors.
- Any material which further identifies experience or qualifications of the contractor.

**Budget**

All Contractors shall provide a pricing schedule that clearly explains how the County will be charged for the proposed services and an explanation of how unanticipated costs will be managed for the event.

**Timeline**

The County anticipates this event will occur over two days, on **April 21<sup>st</sup> and 22<sup>nd</sup> of 2023**. With delivery of needed supplies during the week prior and pickup occurring during the following business week. If this timeline is not acceptable, please provide your own schedule with ample justification for the proposed timeline.

**Contractor Point of Contact:**

Please identify the person in your organization who will serve as the point of contact, including name, email, address, and telephone.

**Proposal:**

Contractors' proposals must include responses to all requirements contained within the Objectives Section of this RFP. By submitting a proposal, your firm agrees to all applicable provisions, terms,

**Household Hazardous Waste Cleanup Event**  
Request for Proposals

and conditions associated with this RFP. This RFP, your submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

**County Contact:**

Questions generated by respondents and subsequent answers by the owner will be answered and posted on the County website at: <https://www.gunnisoncounty.org/Bids.aspx>. The County will answer questions from potential respondents only in writing, no verbal responses shall be considered binding. All such questions and the County's answers will be provided by numbered addendum, by email and by public publishing. Please email questions to: Martin Schmidt, Assistant County Manager for Public Works, at: [mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org) Please allow 2-3 work days for responses. No answers will be provided after February 7<sup>th</sup>.

A question and answer meeting will be hosted on Microsoft Teams on February 10<sup>th</sup> at 9am. Please contact Martin Schmidt for the meeting details and login information.

All proposals must be submitted digitally to:

Assistant County Manager for Public Works  
Martin W. Schmidt  
[mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)

Proposals must be received no later than 4:00 p.m. February 20<sup>th</sup>, 2023.

## **Section V. Evaluation Criteria and Review Process**

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In addition to the qualifications of the contractor team, the evaluation of each proposal will be based on the degree to which the proposal meets the objectives outlined in this RFP. Representatives of Gunnison County will assess the degree to which each proposal meets the requirements and responds to the preferences stated herein. The County reserves the right to reject any or all proposals. The proposal or proposals viewed most favorably will be asked to present their proposal in person or virtually and participate in discussion with representatives of Gunnison County about their proposal. A contractor shall be selected after presentations and a contract will be offered. The County reserves the right to consider alternatives, to waive irregularities and to re-solicit proposals on both an individual and general basis.

Contractors should expect that submitted proposals would be public documents unless arrangements are made in advance for confidential financial information or other information which may be protected by state law. Bid tabulation that includes the Company name and NTE price will be publicly available without a CORA request.

Final selection authority rests with Gunnison County.

Any resultant contract shall be awarded with reasonable promptness by appropriate notice to the best-value bidder, which may not necessarily be the lowest-price bidder. The department director is

**Household Hazardous Waste Cleanup Event**  
Request for Proposals

authorized to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

## **Section VI. General Conditions**

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**Reserved Rights:**

The County reserves the right to:

- Modify or terminate the selection process or contract at any time;
- Waive minor irregularities;
- Reject any and/or all responses to this RFP and to seek new proposals when it is in the best interest of the County to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents, including but not limited to financial status;
- Judge the respondent's written or oral representations as to their veracity, substance and relevance, including seeking and evaluating independent information on any contractor team members;
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the County and the respondent;
- Modify the development opportunity available to potential development teams.
- Require the use of the County Standard Professional Services Agreement for contract terms.

**Hold Harmless:**

By participation in this RFP process, contractors agree to hold harmless Gunnison County their officers and employees from all claims, liabilities and costs related to all aspects of the contractor selection process.

**Public Information:**

All documents, conversations, correspondence, etc. between the County and respondents are public information subject to the laws and regulations that govern Gunnison County, unless specifically identified otherwise.

**Expenses:**

All expenses related to any contractor's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that contractor.

We appreciate your interest and look forward to reviewing the proposal from you.



**GUNNISON COUNTY PUBLIC WORKS  
REQUEST FOR PROPOSALS (RFP)  
HOUSEHOLD HAZARDOUS WASTE CLEANUP EVENT FOR  
APRIL 21ST AND 22ND OF 2023**



**PRESENTED BY:**

**DUE DATE: FEBRUARY 21, 2023**

**ADVANCED CHEMICAL TRANSPORT, INC.  
DENVER BRANCH  
5750 E. 58TH AVE., UNIT G  
COMMERCE CITY, CO 80022**



## LETTER OF INTRODUCTION AND INTEREST

February 21, 2023

Gunnison County  
Gunnison County Public Works  
c/o Martin W. Schmidt, Assistant County Manager  
[mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)  
195 Basin Park Drive  
Gunnison, CO 81230

### ***Re: Request for Proposals (RFP) Household Hazardous Waste Cleanup Event***

Dear Mr. Martin Schmidt,

Advanced Chemical Transport, Inc. (dba ACTenviro) understands that Gunnison County is seeking a highly qualified waste management company to partner with in order to provide timely waste removal, transportation, and recycling, treatment, and disposal services of HHW materials dropped off at the HHW Cleanup Event for April 21st and 22nd of 2023.

ACTenviro (ACT) is prepared to provide the County with the highest level of support through our HHW management team, led in part by Sam Hartman, Account Manager, who has a vast working knowledge and hands-on experience managing hazardous waste for Customers like Gunnison County's HHW program.

ACT has over twenty-two (22) years of providing exemplary HHW services to customers of similar size, scope, and scale.

### ***ACTenviro currently provides Hazardous Waste services to the following PNW Customers:***

<b><i>-PaintCare Colorado</i></b>	<b><i>-LaPlata County</i></b>	<b><i>-Denver S. High School</i></b>
<b><i>-Larimer County</i></b>	<b><i>-GreenSheen Paint</i></b>	<b><i>-City of Albuquerque</i></b>
<b><i>-Boulder County</i></b>	<b><i>-City of Thornton</i></b>	<b><i>-County of Bernalillo</i></b>
<b><i>-PaintCare Nat'l Program</i></b>		<b><i>-Los Alamos Public Works</i></b>

All work performed by ACT resulting from this contract will be in strict compliance to Local, State, and Federal rules and regulations, with special emphasis placed on safety and protection of the environment. ACT will support this program from our Denver Branch and will ensure that the County receives unprecedented bench-strength from surrounding branch locations.

**ACTenviro - Denver Branch**  
**5750 E. 58th Ave., Unit G**  
**Commerce City, CO 80022**  
**Main: (720) 386-2900**

We appreciate the opportunity to submit our proposal. If you have questions or require further information, please contact me at your convenience. We look forward to earning your business.

## Sam Hartman

Sam Hartman, Account Manager  
(317) 625-0521 Mobile  
[SHartman@ACTenviro.com](mailto:SHartman@ACTenviro.com)

cc: Bryan Klar, Regional Sales Manager  
(714) 925-9151 Mobile  
[BKlar@ACTenviro.com](mailto:BKlar@ACTenviro.com)



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***ACT ENVIRO COMPANY INTRODUCTION AND INFORMATION***

***NAME OF ORGANIZATION***

Advanced Chemical Transport, Inc. (dba ACTenviro)

***LOCATION OF HEADQUARTERS***

**Corporate Headquarters:**

967 Mabury Rd.  
San Jose, CA 95133  
Phone: (408) 548-5050  
Fax: (408) 548-5052  
County of Santa Clara  
24-Hr Emergency: 1-866-348-2800 and ER Contact: ERI  
Email: [info@ACTenviro.com](mailto:info@ACTenviro.com)  
Website: [www.actenviro.com](http://www.actenviro.com)

***OWNERSHIP & LEGAL FORM***

**S-Corporation (Federal Tax ID: 52-2226818, DUNS NO. 03-187-4436)**

**ACTenviro Corporate Personnel:**

- \*Walt Singer – Chairman and Founder
- \*Tim Smith - CEO
- \*Tyler Kopet – CFO
- \*Shawn Ball – VP Commercial
- \*Todd Marti – VP Operations
- Nick DeLeon – Corporate Materials Manager
- Nancy Lopez– Secretary
- Pasquale M. Paduano – VP of TSDf and Fleet
- Krista Wood Harsono – Director of Compliance
- Aditi Khajuria – Corporate Controller & Finance Manager
- Kathy Hewett – Director of Human Resources
- James Moore – Director of Information
- Diane White - Director of Proposals
- Jennifer Diamond – Director of Marketing

**\* ACTenviro Shareholders:**



ACTenviro's Executive Management Team (EMT) is comprised of: Founder and Chairman Walter Singer, CEO Tim Smith, CFO Tyler Kopet, VP Sales Shawn Ball and VP Operations Todd Marti. Supporting the EMT, are our Corporate Materials Manager, Nick DeLeon, our VP of TSD and Fleet Pasquale Paduano; our Corporate Compliance Director Krista Harsono, Corporate Controller & Finance Manager Aditi Khajuria, Director of Human Resources Kathy Hewett, and Director of Information Technologies, James Moore. Also on the Corporate Management Team are Diane White, Director of Proposals and Jennifer Diamond - Director of Marketing.

***ACTenviro COMPANY VALUES, PRINCIPLES, STANDARDS & NORMS***

ACTenviro, founded in 2000, is a privately-held multi-million dollar national full services environmental company based out of San Jose, CA.

ACTenviro is a California Corporation, first established March 27, 2000, as Advanced Chemical Transport, Inc. We are an employee-owned organization built on quality and investment in its people.

***ACTenviro is a forward-thinking professional organization with family values and customer commitment. Our core values include the following:***

- *Safety- The Foundation of our culture- not a goal, but an expectation*
- *Family- We value it above all else, so we treat each other and our Customers accordingly*
- *Professionalism- We hold ourselves to the highest standards of conduct*
- *Customer Commitment- Always doing the right thing, at all times legally, safely*
- *Forward Thinking-Employee providing innovative solutions to all of our Customers of all sizes*

Over the last decade ACTenviro has been voted "One of the Best Places to Work" and one of "The Fastest Growing Companies" by the Business Journals of Silicon Valley, Los Angeles, and San Diego. Inc. Magazine recently recognized ACTenviro as one of the "50 Best Workplaces in the US." ACTenviro is also highly honored to have been listed as one of the top 100 companies in the Country ranked for the processing of recyclables as detailed in the Waste News Periodical. ACTenviro also received a very significant and extraordinary Safety Award from the State Compensation Insurance Fund for performing work safety with loss percentages <1% well below industry standard.

ACTenviro specializes in providing advanced recycling and disposal technologies at a competitive price. We strive to offer reuse and recycling for liquid/solid fuels or recapturing of metals prior to offering treatment, incineration, and or landfill and stabilization options for disposal.

For over 23 years, ACTenviro has experienced steady expansion of revenues, services, and geographic service areas. With an extensive selection of service lines and facilities throughout the Western US. ACTenviro is perfectly positioned to meet all of our Customer needs at a great value and extraordinary service.



ACTenviro focuses on Hazardous Waste Management with 100% professional, insightful, and highly trained staff (all 40-HR HAZWOPER trained and certified) with 22+ years' experience in the hazardous materials waste management industry paying strict adherence to all state and federal regulations surrounding hazardous, universal, medical, bio-hazardous, radioactive, laboratory, household hazardous waste (regulated and non-regulated) and DWI waste management services.

Our Employees: Best-in-class highly-trained and educated employees (87% employee retention rate). Employee satisfaction is an important component in maximize our retention rates and we are proud to have been recognized over the last 11 years running, in multiple locations, as one of the "Best Places to Work" (Business Journal), based on workforce satisfaction. (Awards based on actual employee surveys conducted by an independent third parties.)

Best-in-class Service: provided to our Customers through our labor, equipment, training/consulting and pricing. (96% Customer retention rate.)

- As a Premier Brokerage Service Provider, while we DO own our own TSDf (ABQ, NM) - We look at the BIG picture our Customers face moving their waste off site and being cradle to grave liable and help cushion that responsibility through our vast network of downstream TSDf and Transportation partners.
- We research the BIG Picture Waste Management Puzzle for our Customers We're not "married" to only using our own (owned) TSDfs
- We employ our own 40 Hr HAZWOPER Technicians, Drivers, Chemists, Program and Project Managers but we also subcontract with the best of the best Talent Agencies if our Customers require expanding services.
- We Solve Disposal and Transportation Logistics Challenges every day for our Customers... If one outlet isn't working – we quickly pivot to the next and don't stop until we solve all Customer needs.
- We ARE our Customers One-Stop-Waste Management Logistics Company.
- No one else can do what ACTenviro does for our Customers. That's why they rave about us and pay a premium for keeping them compliant by moving waste where it's needed to meet our Customer goals.

ACTenviro is built on free-thinking employees with creative and forward-thinking ideas that foster creative innovation for our company growth and differentiation and to meet and exceed Customer goals. Today there is nothing more important in the environmental services industry than commitment to sustainability in all of its forms. ACTenviro is nationally known for our recycling efforts (in the Top 100 Recycling companies in the U.S.); however, we still aspire to recycle even more... reuse, reclaim materials, toll back wastes (as products) to downstream Customers and communities in need of alternative fuel, energy and products.

Highly-competitive market pricing: with the ability to route to the most cost-effective TSDf for our Customers.



**ACTenviro SERVICES PROVIDED**

Since our inception in 2000, ACTenviro has been involved with the management (collection, segregation, consolidation, packaging, labeling, transporting and disposing of) hazardous waste materials for companies including Fortune 500 companies, small waste generators, and federal, state, and local governments.

ACTenviro has expanded through organic growth and acquisitions, including one (1) fully-permitted (Part B RCRA) Treatment, Storage and Disposal Facility (TSDF) in Albuquerque, NM located at 6133 Edith Blvd NE, NM 87107.

ACTenviro operations are expert at cost-effective routing from our eighteen (18) permitted 10-Day Transfer Stations (throughout the west) to our ABQ Treatment (TSDF) in Albuquerque.

When waste cannot be processed at our TSDF - ACTenviro utilizes select reputable final destination facilities for the recycling, fuel blending, treatment, incineration and/or disposal of a wide range of hazardous wastes. Because we solely own one (1) TSDF - this allows us to "shop" for best pricing from our downstream TSDF partners and negotiate the best cost (as a broker would) for our Customers.

ACTenviro owns a fleet of over 840 trucks, vans, semi-trailers, roll off containers, rocket launchers, and vacuum tankers to transport our Customers' waste. All vehicles are fully compliant with Federal and State DOT and EPA regulations and have GPS Tracking for full transparency on all movements 24/7/365.

***Full Lines of Services Include:***

- Hazardous, Non-Hazardous, Bio-Waste, Universal & e-Waste Transportation and Disposal Services
- Laboratory Pack Services
- Chemical Moves
- Hazardous Waste Management Expertise
- On-Site Services (Full-Time and Part-Time Staff for Waste Management & Project Work)
- Emergency Response Services
- Compliance Inspections
- Bulking / Waste Reduction
- HAZ MAT Transportation (on and off site)
- Medical Waste Treatment
- Universal Waste Management
- Recycling & Reuse Options
- Program Management
- Decontamination, Demolition, Decommissioning
- Chemical Hood Certification
- Closure Support
- Analytical Sampling



- Chemical Hood Certifications
- Support Customized Programs
- Industrial Services
- EH&S Consulting & Training
- Chemical Inventory (CERS)
- DOT/IATA Dangerous Goods
- Compliance Inspections
- COVID19 Decontamination/Disinfecting Services
- Confined Space Entry
- Remediation Services
- Recovery Services
- Customized Environmental Programs

**ACTenviro 10-DAY SERVICE LOCATIONS OF OPERATIONS**

**San Jose, CA (Headquarters)**

967 Mabury Road  
San Jose, CA 95133  
P: (408) 548-5050  
F: (408) 548-5052

**Sacramento, California**

4 Wayne Court, Bldg. 9  
Sacramento, CA. 95829  
P: (916) 299-4228  
F: (916) 233-2228

**Central Valley (Merced, CA)**

265 Riggs Avenue  
Merced, CA 95341  
P: (209) 722-4288  
F: (209) 722-8228

**Los Angeles, California**

13722 Carmenita Road  
Santa Fe Springs, CA 90670  
P: (714) 545-2191  
F: (714) 545-2287

**Inland Empire (Redlands, CA)**

600 Iowa Street  
Redlands, CA 92373  
P: (909) 406-4400  
F: (909) 406-4401

**San Diego, California**

2010 W. Mission Road  
Escondido, CA 92029  
P: (760) 489-5600  
F: (760) 489-5625

**Portland, Oregon**

13600 SE Ambler Road  
Clackamas, OR 97015  
P: (971) 279-6780  
F: N/A

**Spokane, Washington**

1809 E. Houston Ave.  
Spokane, WA 99217  
P: (253) 249-8273  
F: N/A

**El Paso, Texas**

511 Highway 213  
Chaparral, NM 88081  
P: (575) 824-0164  
F: N/A

**Albuquerque, New Mexico**

208 Murray Road SE  
Albuquerque, NM 87105  
P: (505) 349-5220  
F: (505) 445-9401

**Tacoma, Washington**

2923 J Street  
Tacoma, WA 98409  
P: (253) 357-5200  
F: (253) 357-5201

**Denver, Colorado**

5750 E. 58<sup>th</sup> Ave., Unit #G  
Commerce City, CO 80022  
P: (720) 386-2900  
F: N/A

**Dixon, California**

6940 Tremont Rd.  
Dixon, CA 95620  
P: (800) 559-3274

**Phoenix, Arizona**

6212 W. 75<sup>th</sup> Ave. #4  
Laveen, AZ 85339  
P: (602) 842-9160  
F: (602) 842-9161

**Chaparral, New Mexico**

511 Highway 213  
Chaparral, NM 88081  
P: (575) 824-0164  
F: (575) 824-0208

**ACT Treatment (TSDF)**

6137 Edith Blvd. NE  
Albuquerque, NM 87107  
P: (505) 349-5220  
F: (505) 344-7986

**Fort Washington, Pennsylvania**

500 Office Center Driver, Suite 400  
Ft Washington, PA 19034  
Ph: (626) 224-1666

**Dallas, Texas**

3851 S. Miller Ferry Rd.  
Wilmer, TX 75172  
P: (972) 533-1777  
F: (972) 638-8453



**MARKETS SERVED**

Twelve (13) States Including:

WA ID WY NV  
OR MO CO CA  
AZ NM TX PA

**COMPANY SCALE OF OPERATIONS**

650 full-time employees, operating in twelve (12) States, with eighteen (18) 10-Day Service Centers within the United States. With a fleet of over 840+ service vehicles. One (1) TSDF in NM and two (2) Medical Waste (Waste-to-Energy) processing units in CA.

**AWARDS**

Inc. 500/5000 Rankings of Fastest Growing Companies 13 years in a row through 2021 (less than 2% of companies repeat this long)  
Bay Area News Group Top Places to Work 2021  
Silicon Valley Business Journal's Fast Private List, 2020  
San Diego Business Journal Fastest Growing Private Companies, 2019  
San Diego's Best and Brightest Companies to Work For, 2018  
Inc. magazine 50 Best Workplaces in the United States, 2017  
Sunnyvale Silicon Valley Chamber of Commerce 2017 Award for Sustainability and Innovation in Hazardous Medical Waste Technology  
Los Angeles Best Places to Work 2016, #2 in size category  
Bay Area Best Places to Work 2016, #3 in size category  
Waste 360 Top Recyclers in 2016, ACT has made this list for 4 years  
Fortune Magazine/Great Places to Work Institute: 19th Best Places to Work for Women in The US 2015 (inaugural year)  
San Diego & Los Angeles Best Places to Work 2015  
Best of Sunnyvale – Environmental Consultant 2015  
Silicon Valley/San Diego/Los Angeles Best Places to Work 2014  
Silicon Valley Best Places to Work 2013  
Silicon Valley's Fast 50 – 2008 & 2009 Fastest Growing companies rankings  
San Diego 50 Best Places to Work 2008 & 2009  
San Francisco Best Places to Work 2008 & 2009  
San Diego's 100 Fastest growing privately held companies 2008-2009

**FINANCIALS**

ACTenviro has been successful in Revenue, Asset and Profit growth in-spite of our aggressive expansion in both product lines and geographic territories. Sales have grown from just



\$400,000 (Four Hundred Thousand) annually in our first year of business (2000) to a current rate of over \$168,000,000 (Million) annual revenue in 2022.

ACTenviro has grown in assets from \$147,000 upon inception to over \$100 million in 23 years. Long Term Budgets and Forecasts are currently depicting a sustained 18% growth rate year over year. ACTenviro is currently making profits at, or above, industry standards.

ACTenviro pays its vendors within 30-60 days and will share our financial records upon request. There are no current liens, bankruptcies, judgments, or litigation within the last five years.

Audited Financials provided upon request.

**SAFETY – OUR #1 PRIORITY**

Safety First! Please find below the Experience Modification Rate for ACTenviro the past six (6) years (2016-2021). The rates are as follows:

2016	0.69%	Effective 11/1/2015
2017	0.70%	Effective 11/4/2016
2018	0.87%	Effective 11/3/2017
2019	0.79%	Effective 11/9/2018
2020	0.76%	Effective 11/8/2019
2021	0.76%	Effective 11/2/2020
2022	0.60%	Effective 11/13/2021

{THIS AREA IS INTENTIONALLY LEFT BLANK.}

## HOUSEHOLD HAZARDOUS WASTE EXPERIENCE

ACTenviro sees ourselves as an extension of our Customer's team. This enables us to provide the most user-friendly experience possible while keeping our Customers safe and compliant. This 'ease of use' allows a Customer to scale back using their own employees for waste management – allowing a trusted company to do what we do best... which in turn allows our Customers to focus on what *they* do best. This is one of the many reasons ACTenviro has a 95% Customer retention rate year after year and why we are a preferred provider of many major companies.

ACTenviro began servicing HHW Customers in Northern California (one of the United States most stringent states in waste-related rules and regulations) in 2000. After excelling at HHW programs in Nor-Cal, we expanded services into Southern California, Arizona, New Mexico, Washington, Oregon, Colorado, and Texas. Today we are expanding our HHW program services into the Gulf and to the eastern extents of New York.

ACTenviro is bar none the most highly trained, up-to-date compliant, and top-notch service providers when it comes to Household Hazardous Waste programs.

Our Customers rave about our ability to find sustainable solutions for:

- HHW Wastes and Non-Hazardous Universal and E-Wastes
- Innovative Ideas for Reuse/Recycle in Communities
- Community Support Programs
- Ability to Scale Up and Down depending on our Customer's Needs
- Cross-Marketability Campaigns: Tradeshows, Website Promotion, Email Campaigns
- Memberships
- PaintCare Partnerships (applicable States in the USA)
- Downstream Independent Partners



### **EXPERIENCE MANAGING HHW WASTE AT COLLECTION EVENTS:**

ACTenviro is a trusted contractor to numerous municipality HHW customers throughout the western United States and supports major HHW contracts for numerous municipalities as indicated on our Municipality Reference List.

ACTenviro's local Portland team is highly involved managing HHW programs and events throughout Oregon and Washington in both the public and private sector.

The Oregon Branch assists the Columbia County HHW event that alone managed hundreds of cars in one day.

Our Portland team will always ensure safety first and compliance throughout. The Portland Branch will have only approved staff to support Metro's permanent fixed facility and temporary events.

### **ABILITY TO PROVIDE WASTE CHARACTERIZATION PROFILES:**

ACTenviro recognizes that household hazardous waste categories and hazard class identification vary from customer to customer; ACTenviro personnel have extensive training and the experience required to properly characterize and categorize the variety of waste received during these events.

ACTenviro identifies waste based upon the information obtained from product labels, information received by residents, professional knowledge, or by HazCat screening. Once waste is identified and characterized, our Chemist and Technicians segregate them into DOT hazard classes and compatibility subgroups (i.e., acid or base) and places them onto sorting tables for packaging or bulking depending upon waste stream.

All waste streams received are profiled into the system and assigned a waste stream specific profile number. ACTenviro uses uniform hazardous waste manifests and either non-hazardous manifests or a bill of lading for universal waste. Waste volumes are received and tracked daily by profile number (waste type) and either Household or VSQG business.

Experience has shown that most waste received at HHW facilities are identified and characterized for disposal/recycle utilizing the following methods:

- Homeowners/VSQG knowledge
- Information obtained from product labels
- Professional knowledge
- SDS research
- HazCat field screening

**HOUSEHOLD HAZARDOUS WASTE EXPERIENCE (NOT LIMITED TO):**

- Larimer County HHW Program Management
- GreenSheen Paint Partnership - Annual
- La Plata County HHW Annual Event
- City of Thornton HHW Events
- Denver South High School Events
- City of Albuquerque HHW Program Management
- City of Redding HHW Program
- Mendocino County Solid Waste HHW Mgmt
- Waste Management HHW Events
- Recology HHW Site Location Management
- County of San Mateo Environmental Health HHW
- City of Culver City Public Works HHW
- Stevens County Solid Waste HHW Event
- Waste Connections HHW Events
- City of Spokane HHW
- Whitman County Public Works
- Asotin County Solid Waste HHW
- Oregon Dept of Agriculture HHW
- Columbia County HHW Events
- City of Apache Junction HHW
- City of Goodyear HHW Events
- City of Avondale HHW Events
- Town of Gilbert HHW
- City of Tuscon HHW Events
- Pinal County HHW Events
- Yavapai County/Apache Nation HHW Events
- Town of Payson Annual HHW
- City of Tempe HHW Events
- City of Phoenix HHW Events
- City of Yuma HHW Event
- City of Carlsbad HHW Program Management
- Bernalillo County HHW Program Management
- City of Farmington HHW Event
- City of Aztec HHW Event
- Santa Fe Solid Waste Management HHW Program Mgmt
- Los Alamos Public Works HHW Event Mgmt
- City of Los Angeles HHW Events
- County Sanitation Districts of Los Angeles County HHW Events
- EDCO Disposal Corp HHW Event
- Regional Solid Waste Association HHW Event
- City of La Mesa HHW Events
- Central Contra Costa HHW Permanent HHW Collection Facility Management
- County of San Diego HHW Events
- City of Coronado HHW Event
- County of Fresno HHW Event
- City of Thousand Oaks HHW Events
- City of El Paso, TX



**PAINTCARE – ACTenviro is a Certified PaintCare Hauler:**

All PaintCare qualifying Latex and Oil Based Paint will be managed at zero cost to the County. Through proper management of Latex and Oil Based Paint collected at the County locations, ACTenviro will offer the County the cost savings offered by the PaintCare Program.

As an approved hauler, ACTenviro can ship PaintCare material simultaneously when shipping HHW waste or on a dedicated paint shipment – based on the County’s needs.

ACTenviro is a PaintCare approved hauler in WA, OR, CA and CO. We are currently managing multi-business segments for PaintCare in many Cities and including a Residential Curbside Service Program.

PaintCare Business Segments:

- ✓ Retail/Transfer Station PaintCare Collections
- ✓ PaintCare HHW
- ✓ Large Volume Paint Pickups (LVP)
- ✓ Reoccurring Large Volume Paint Pickups (RLVP)
- ✓ Paint Only Collection Events
- ✓ Curbside Programs

Some HHW Sites sort their own paint; however, the majority of PaintCare programs ACT works with have ACTenviro personnel sort, pack, and haul qualifying PaintCare material.

ACTenviro normally ships paint when shipping HHW Waste; however, we also provide dedicated paint pick-ups per HHW customer request.

ACT prepares separate paperwork.





## HHW CUSTOMER REFERENCES

### REFERENCE #1

- a. Service: Fixed HHW Facility, VSQG, County Landfill
- b. Client: Larimer County
- c. Organization: County Municipality
- d. Contact: Linda Hammett
- e. Phone: (970) 498-5771
- f. E-Mail address: lhammett@larimer.org

### REFERENCE #2

- a. Service: Fixed HHW Facility / PaintCare Program
- b. Client: GreenSheen Paint
- c. Organization: Proprietary Process for Refining Latex Paint
- d. Contact: Kevin Callahan
- e. Phone: (303) 514-3955
- f. E-Mail address: kcallahan@greensheepaint.com

### REFERENCE #3

- a. Service: Large Annual HHW Events & County Facility
- b. Client: La Plata County
- c. Organization: County Municipality
- d. Contact: Leslie Jakoby
- e. Phone: (970) 769-4647
- f. E-Mail address: leslie.jakoby@co.laplata.co.us

### REFERENCE #4

- a. Service: Collection support, transportation and processing services to the PaintCare Programs in WA, OR, CA and CO for the proper management of oil-based paint, latex paint, metal and plastic paint containers, primers stains, sealers, and clear coatings; as well as other household hazardous waste materials that are intermittently comingled into the PaintCare pick-up locations.

Hazardous Material / Waste Streams Involved: Hazardous Waste, RCRA, non-RCRA, Household Hazardous Wastes; Universal Waste including but not limited to: containerized waste such as batteries, e-waste, oil, fuels, paint, acids, bases, and solids, aerosols, pesticides, toxic solids and liquids, corrosives, oxidizers, reactives (4.2, 4.3, 5.2) and flammabl liquids and solids.

- b. Client: National PaintCare Program
- c. Contact: Fred Gabriel, Director of Operations
- d. Phone: (202) 317-0592
- e. E-Mail address: fgabriel@paint.org



## **PROPOSED PLAN AND APPROACH**

ACTenviro will provide event program management and be responsible for disposal of all waste collected through the County's Household Hazardous Waste Cleanup Event program. ACT will provide all labor, supplies, and equipment to successfully run the County's two (2) day drive-through event (April 21-22) 2023 event.

*ACTenviro has no known conflicts to perform this two-day Event for the County.*

### **Technical Proposal**

This section describes a Management Plan and detailed procedures that ACTenviro personnel will utilize to ensure environmentally safe and a cost-effective management of hazardous waste associated with the County's Hazardous Waste collection event. Communications between ACTenviro Account Manager Sam Hartman will occur as needed to achieve a successful event through in-person meetings, telephone, and email.

Sam Hartman, Account Manager and primary point-of-contact, has extensive experience working on various hazardous waste projects, particularly on complex remote projects that require stellar communications. The Line of Authority will run from Sam to the on-site Haz Waste Specialist, Drivers and 40 HR HAZWOPER Technicians assigned to the County's event. (Brief descriptions for ACTenviro's personnel are listed in this proposal.)

Properly trained and qualified ACTenviro personnel will ensure that all waste received is appropriately identified, characterized, packaged, marked and labeled in accordance with all Local, State and Federal Regulations.

ACTenviro's experienced staff will provide answers to any questions homeowners may have; will walk them through the registration process; and assist with making waste determinations and program qualification requirements.

ACTenviro will pre-screen all household vehicles to ensure that each qualifies for the County's HHW collection event and does not exceed allowable waste quantities per 40 CFR 261.5.

### **EVENT TRAINING**

ACTenviro staffing will be available to provide training sessions of approximately one (1) hour for event station managers prior to the start of the event. ACT will also be responsible for conducting a :15-30 minute training session for event volunteers the morning of the event.

ACT staffing will be available for the event approximately five (5) hours starting each morning beginning with setup at 0700; then open to the public by 8:00 a.m. (ACT will make adjustments in order to maximize our staffing and the County's volunteer support.)

ACTenviro's organizational chart relevant to the County HHW Event, specifically identifying the key point of contact for all questions related to our Offer:

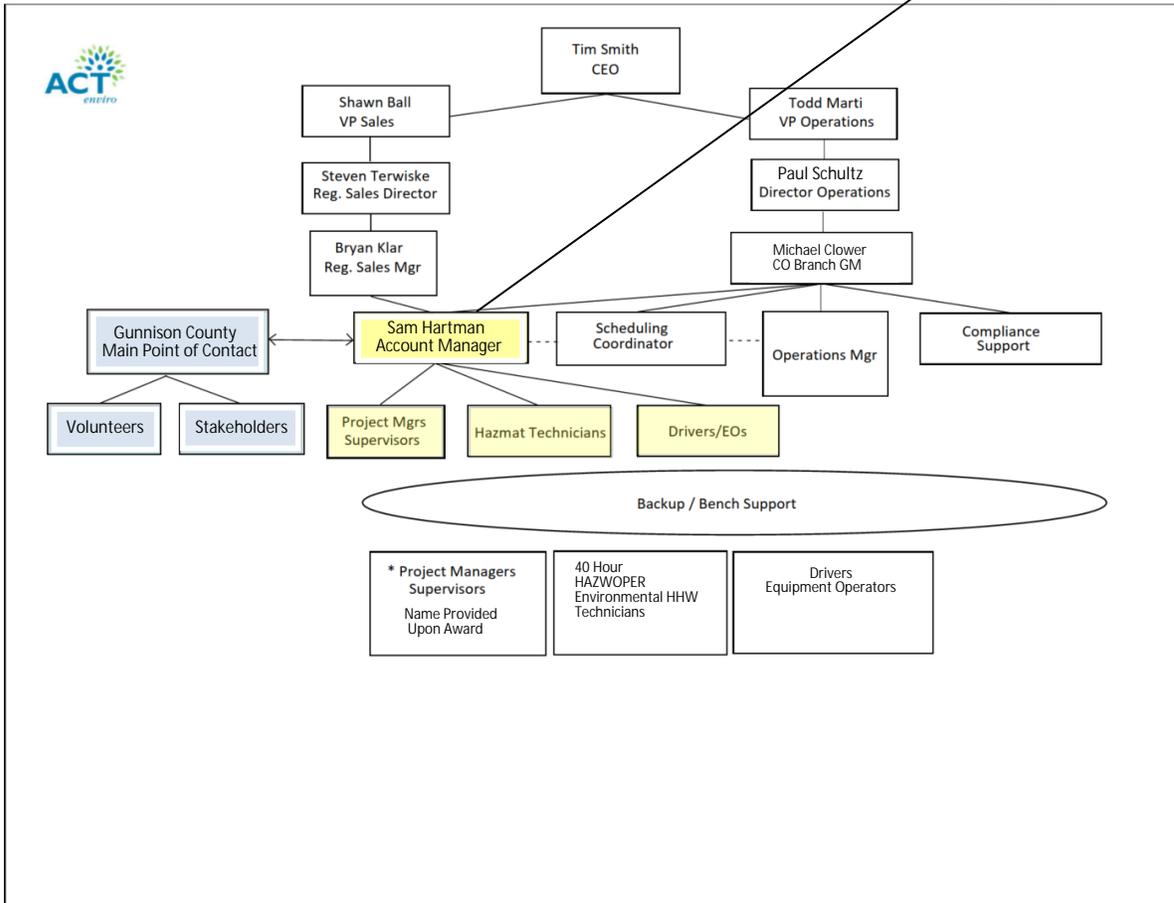
**STAFFING**

ACTenviro will staff the events as follows:

One (1) Project Manager/Hazardous Waste Specialist

Four (4) Technicians (to off-load, direct traffic, i.e., work in the hot zone)

Sam Hartman will be responsible for all related questions pertaining to ACTenviro's offer.



Sam Hartman, Account Manager  
 Denver / Albuquerque Branches  
 5750 E. 58th Ave., Unit G  
 Commerce City, CO 80022  
 Mobile: (317) 625-0521  
 Email: SHartman@ACTenviro.com



## SAFETY MEETINGS

It is ACT's policy to provide a site-specific safety plan for each daily collection event. The plan addresses routine site operations as well as contingency actions to respond to hazardous material release, spill or other type of emergency. This plan is covered and reviewed by everyone involved in the program.

The Project Manager will also lead a daily safety meeting. An example outline is attached below. The intention of the daily meeting is to discuss:

1. Site Tasks
  - a. Identify the wastes that are bulked, commodity packed, and lab packed.
  - b. Clarify job assignments and duties.
  - c. Discuss unacceptable wastes and how to offer suggestions.
  - d. Review acceptable homeowners' ZIP codes/cities. Discuss how to handle those from out of the area.
  - e. Review required PPE
2. Physical hazards/JHAs
  - a. Slip/trip/fall hazards
3. Emergency Procedures
  - a. Who to tell first (i.e., Project Manager)
  - b. Evacuation procedures for homeowners and then staff
  - c. Location of first aid kit, eye wash/showers, and fire extinguishers
  - d. Location of hospital/clinic information
4. Inspection of visqueen changeout as needed.
  - a. Visqueen is usually removed at the end of one event, and new put down in the morning before the next event.

See sample of both a daily safety meeting form and daily site inspection form on the following pages. ACTenviro can edit the forms to accommodate the County's specific requirements.

**[Example Documents on Following Page.]**

## EX. DAILY SAFETY MEETING DOCUMENT

**SAFETY MEETING LOG REPORT**  
(Complies with OSHA 29 CFR 1910.120)

EMPLOYER: \_\_\_\_\_  
 NAME OF TRAFFIC: \_\_\_\_\_  
 TRAINER/ADVISOR: \_\_\_\_\_  
 SAFETY TOPICS DISCUSSED:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SAFETY SUGGESTIONS, COMMENTS:  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUGGESTED TOPICS FOR DISCUSSION:**

<input type="checkbox"/> Safe Work Habits	<input type="checkbox"/> Traffic Control Planning	<input type="checkbox"/> Hand Tools
<input type="checkbox"/> Safe Work Conditions	<input type="checkbox"/> Air Quality Management	<input type="checkbox"/> Personal PPE & Handoffs
<input type="checkbox"/> Order of Safe Operations	<input type="checkbox"/> Personnel Safety	<input type="checkbox"/> Sitework and Job Site Safety
<input type="checkbox"/> Risk Practices	<input type="checkbox"/> Regulatory Safety	<input type="checkbox"/> Body Protection
<input type="checkbox"/> First Aid Treatment	<input type="checkbox"/> Confined Spaces	<input type="checkbox"/> Fall Protection
<input type="checkbox"/> Orange Vest	<input type="checkbox"/> Signal Safety	<input type="checkbox"/> Materials Handling & Storage
<input type="checkbox"/> Fire Protection	<input type="checkbox"/> Excavation/Trenching	<input type="checkbox"/> Fall Protection
<input type="checkbox"/> Safety Glasses	<input type="checkbox"/> Utility Safety	<input type="checkbox"/> Other

ATTENDEES (Please Print Last Name and Initials):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Project Management Meetings**

ACTenviro's Account Manager will coordinate with the County's Project Coordinator and other County Operations personnel regularly to follow-up and confirm that the County's needs are being met. He will schedule follow-up meetings/calls with the County to update progress on the program and facility events.

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### Waste Survey and Customer Satisfaction Program

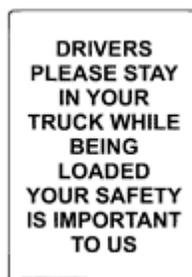
As requested ACT can provide an event participant survey.

Household Participate Surveys help programs pinpoint who is success of events and how they received information about the program event. This information helps the program target residents that are not participating in the program. This approach allows each program to design outreach that targets different residential markets throughout their community.

ACTenviro's staff can distribute the survey and any other literature the County would like to provide to each participant.

On the following page is an example of a survey ACTenviro has created and is using with another municipality.

	<b>Strongly Disagree</b>				<b>Strongly Agree</b>
1. I think that I would like to use this product frequently.	1	2	3	4	5
2. I found the product unnecessarily complex.	1	2	3	4	5
3. I thought the product was easy to use.	1	2	3	4	5





## Waste Acceptance and Collection

ACTenviro recognizes that household hazardous waste categories and hazard class identification vary from customer to customer; ACTenviro personnel have extensive training and the experience required to properly characterize and categorize the variety of waste received during these events.

In ACTenviro's experience, not all container labels are correct. To ensure proper identification, as vehicles are off-loaded, ACTenviro personnel will inspect each container for product labels; ask if the container label is correct; and verify the contents with the homeowner. Typically, most participants know the container contents. If contents are unknown, the on-site team will treat the container as an unknown waste. The Technician will identify the container to the HHW Waste Specialist (Lead); the Lead will HazCat the container and mark it with the results; and finally, properly segregate and package it.

Experience has shown that not all containers received will have proper lids; Technicians will carefully hold and move the container from its body (not lid or top), and place all waste removed from vehicles onto a cart with absorbent pads to absorb and contain any minor leaks or spills prior to moving them to the processing area.

To ensure public safety, employee protection, and that waste accepted as household waste is not from a business, ACTenviro personnel will take the following steps during the vehicle off-loading process:

- Ask "is waste from a home or business?"
- Ask "is any waste Radioactive, Biological/Infectious or contain Explosive material?"
- Visually inspect all containers for leaks and container integrity. ACTenviro will immediately place any container in poor or leaking condition in secondary containment prior to movement.
- Visually inspect container labels and verify container contents with each participant.
- Ask "if they would they like their container back"; if yes, empty the container and return it back to the Customer. This applies to used oil collection containers and boxes used to transport waste to the facility.
- Sort waste by type and place it onto the appropriate sorting table.
- Recycle all clean containers, boxes and other materials. Place them in the County's recycling bin.
- Follow any training provided by the County's Staff (prior to the event).

## Identification and Characterization

ACTenviro will identify waste based upon the information obtained from product labels, received by the customer, professional knowledge, or by HazCat screening. Once waste is identified and characterized, the Lead and Technicians will segregate them into DOT hazard classes and compatibility subgroups (i.e., acid or base) and placed onto sorting tables for packaging or bulking depending upon waste stream.

Experience has shown that most waste received at HHW facilities are identified and characterized for disposal/recycle utilizing the following methods:

- Homeowner knowledge
- Information obtained from product labels
- Professional knowledge
- SDS research
- HazCat field screening

## Hazard Assessment and Categorizations Procedures

For any unknown waste, HazCat procedures are used.

1. What is the condition of the container? Can we safely open it?
  - a. If yes, once safely opened, go to # 2.
  - b. If no, the PM will discuss high-haz options with the County.
2. Proceed with flammability, pH, and oxidizer tests. Mark container with results.
3. The Project Manager (Lead) have a HazCat kit available at the event in order to perform thorough HazCat-ing as needed. For most HHW waste, the important items to note are reactivity, flammability, corrosivity, and +/- oxidizer results.

## Unacceptable Waste

This will be up to County discretion; however, it is ACT's experience that the following materials are generally NOT accepted:

1. Electronic waste
2. Radioactive wastes
3. Infectious waste and bio-hazardous wastes (containing body tissues or fluids)
4. Controlled substances
5. Explosive wastes
6. Marine flares
7. Fireworks
8. Ammunition

9. Large gas cylinders

10. Other gas cylinders not listed as acceptable

- a. Acceptable cylinders include propane (small, BBQ size), MAPP, isobutane/propane, butane, Helium, and refrigerants (Freon).

NOTE: ACTenviro has outlets for all unacceptable waste streams, so if the County would like to accept this waste, rest assured we can manage it for you. ACTenviro will work with the County before accepting this waste and will provide a quote to manage.





### **Hazardous Waste Reuse Program (Optional Value-Add Program)**

ACTenviro acknowledges the County's Hazardous Waste Reuse Program and will segregate the unused and/or uncontaminated products such as unused oil, latex and oil base paints, fertilizers, pesticides, cleaning products, etc. to utilize this program if:

- 1) container is in good condition,
- 2) labels are intact,
- 3) container is at least half full, and
- 4) container content is consistent with the container labeling.

All on-site team members will be responsible for segregating the waste and will be available to:

- Answer all participant questions about the reusable items (Reuse Program)
- Ensure the County's paperwork/survey is correctly and completely filled out
- Organize the reuse items for an easy "shopping" experience for either County staff or even the community.

### **Waste Packaging and Consolidation**

All proper guidelines will be adhered to. All material will be packed by Hazard class by our highly-skilled and trained 40-Hr HAZWOPER Lead and Technicians. As waste is unloaded, it will be consolidated with other "like" waste drums. All materials will be packed for acceptance protocol at the TSDF and Recycling Centers appointed. All drums will be labeled with accumulation labels and markings with start dates.

All materials that are received will be checked for container integrity, and anything unlabeled will be Hazcat identified for packing. Utilizing the Hazcat method for unknowns will eliminate incompatibility issues.

Recyclable material will be segregated and sent out on its own BOL direct to our pre-chosen Recycler. A list of typical materials is but NOT limited to (Latex Paint, Propane, Batteries, Bulbs, certain cylinders, Oil, Antifreeze, Mercury, and some materials for Waste to Energy).

All drums that are not suitable for shipment will be overpacked into a larger container UN-rated. Empty containers will either be shipped out for Recycle or trashed depending on the size (typically anything smaller than a 30gal drum can be disposed of in municipal trash). ACT will send smaller containers for recycle if the County wishes.

ACTenviro will make every effort to minimize the County's costs and maximize program efficiency by consolidating all compatible waste streams i.e., used oil and used antifreeze. ACT will bulk them into DOT/UN-spec containers per the packaging requirements listed in 49 CFR 172.101, Column 8 of the Hazardous Materials Table.

ACTenviro will set up sorting tables and storage carts to accept waste as it arrives. Technicians

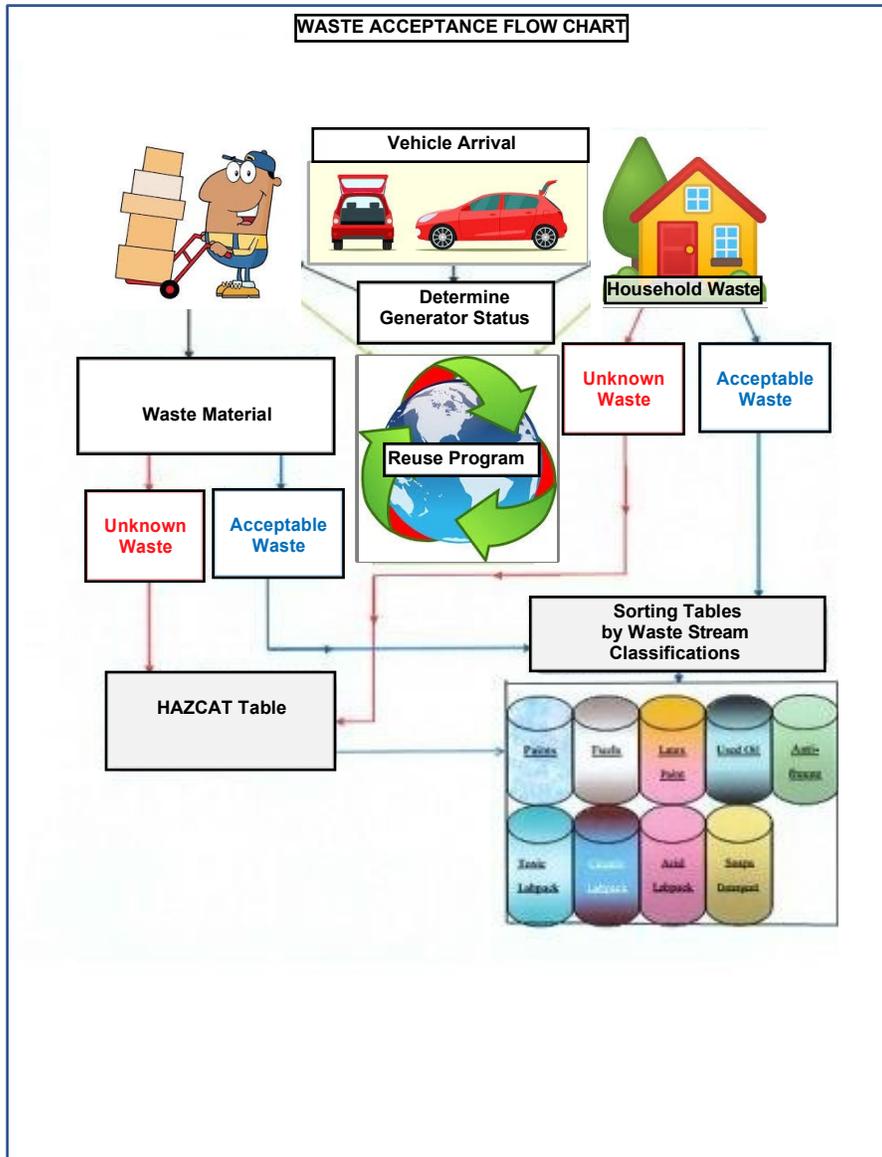


will sort waste into the appropriate and compatible waste streams. Separate containers are set up for bulking, commodity packs, and lab packs. “Like” wastes will be consolidated into 55-gallon drums, lab pack boxes, or cubic yard boxes. Waste streams that are consolidated into 55-gallon closed-top steel drums include oil and antifreeze. Waste streams that are consolidated into 55-gallon open-top poly drums include cylinders (if size permits), oil-based paint, various lab packs, batteries, oily debris, PCB ballasts, latex paints, and crushed fluorescent lamps. Aerosols, oil-based paint, and oily debris are packed in cubic yard DOT/UN-spec boxes. ACTenviro will use 30- or 40-yard lined and covered bins for latex paint. Plywood separates the different layers of water-borne coatings.

**Below is an example of how ACTenviro will set up the packaging and/or consolidation containers:**

- Flammable and non-flammable aerosols
- Propane gas cylinders
- Used motor oil
- Contaminated, used halogenated oil
- Contaminated diesel fuel
- Non-chlorinated, flammable liquids
- Oil-based paint
- Flammable liquids
- Water-reactive lab pack
- Oxidizer lab packs
- Organic peroxide lab packs
- Poisons and toxics
- Mercury waste
- Corrosives, bases
- Dry alkaline batteries
- Ni-cad batteries
- Wet alkaline batteries
- Class 9 lab packs
- Non-recyclable antifreeze/oily water
- Oily debris
- Antifreeze/glycols for recycle
- Latex paint (in roll-off bins)
- Soaps and detergents
- Fluorescent light bulbs, intact
- Empty drums
- Mercury thermometers

The following chart describes the procedures that ACTenviro will use for the acceptance and analysis of HHW wastes including screening techniques and guidelines for determining waste acceptability into the program.



## **Educating the Public:**

### **What is Household Hazardous Waste?**

Also known as HHW, these are hazardous wastes produced from households (or in some cases CESQG or VSQG businesses) that may be potentially dangerous and lethal when mishandled. These types of wastes include:

- Flammable liquids, such as gasoline, paint thinners, diesel fuel, paints, and aerosols
- Corrosive wastes, including pool chemicals, degreasers, rust removers, and other household cleaners
- Toxic liquids and solids, such as pesticides, herbicides and even mercury (both elemental and in manufactured articles)

### **Answering the Participant Question: “Can HHW be Recycled?”**

Yes, most common hazardous materials produced from households can be recycled:

- Latex or water-based paints can have their useful lives prolonged through recycling or use in other products.
- Flammable liquids can be reclaimed for use as alternative fuels.
- Many universal wastes are recyclable, such as fluorescent bulbs and many batteries.

Since a standard household or business establishment does not normally produce large amounts of HHW, it becomes a challenge when there is actually a need to dispose of it. Questions about who to call, what to do, how to recycle, and how much it costs to remove these safely from resident homes can be a concern. That’s where we come in.





## **Transportation**

All waste is transported in accordance with 49 CFR Federal Regulations. ACTenviro will transport the waste for the County's event days with all applicable permits, licenses, insurance and EPA Identification Numbers as required by Federal Regulations.

ACTenviro personnel will use due care and caution while loading and off-loading waste drums to eliminate all spills; personnel will ensure the integrity of drums for leaks, corrosion, and spill residue. If a drum condition does not appear safe for transportation, then ACTenviro will over-pack the drums and relabel them immediately.

All generated HHW waste is packaged for direct shipment to final disposal facilities. Prior to departing from the facility, ACTenviro will ensure that all manifests are completed and that transport vehicles are placarded in accordance with 49 CFR 172.504 placarding requirements.

## **Waste Treatment and Disposal/Recycle**

Recycling is ACTenviro's first choice when making waste disposal determinations for waste received through the County's Collection Program.

All waste received at the County event will be packed according to the disposal method and appropriate facility the waste will be disposed at. ACT will send all waste to the facilities that specialize in that disposal method.

ACT only works with facilities that have been audited and are in good standing with EPA. ACT will dispose of the County's waste based on the following hierarchy: Reuse, Recycle, Energy Recovery, Treatment, Incineration and Landfill (in this order).

All recycled material will be sent directly to the disposal facility, ALL other waste will be directed to an ACT 10-day where the waste will be loaded onto a trailer headed to the ACT facility in Albuquerque. Once the waste is received at the TSDF it will be consolidated with other like material to be sent for final disposal.

All disposal and recycling TSDFs for this program are approved by the EPA to receive wastes sent to them. Letters of agreement and any information regarding facilities violation or enforcement actions for the past five years and ACTenviro's reasoning for using facilities with previous violations or enforcement actions are carefully considered.

ACTenviro utilizes only TSDFs and other disposal outlets that we have worked with for years and have a mutual understanding of each other's specific waste handling policies and procedures.

ACTenviro retains copies of the facilities operating permits and licenses to ensure their compliance with federal, state and local requirements. ACT also performs in-person inspections and disposal facility site visits when possible.



As part of the disposal facility waste acceptance process, ACTenviro will prepare a separate Waste Profile Sheet for each waste stream. Each waste profile will provide a detailed physical and chemical description for the waste it represents. Additionally, these documents will include the proper U.S. DOT shipping name, hazard class, and packing group.

All waste collected for the County's HHW Event program are sent to the following EPA approved facilities for disposal/recycle:

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# COMPREHENSIVE LIST TSDF(S) THAT MAY BE UTILIZED

## Only Fully-Vetted/Audited 3<sup>rd</sup> Party Waste Management Vendors ACTenviro May Use in Addition to our Locally Owned/Operated TSDF:

Disposal Facility	Location	Disposal Technology
ACT Treatment	Albuquerque, NM	Fully-Permitted Part B TSDF: Solid & Liquid Waste Consolidation, Recycling, Lab Pack Disposal
Mesa Oil	Belen, NM	Recycling
US Ecology	Beatty, NV	Landfill, Micro/Macro Encapsulation
Rineco-Heritage Enviro Services	Bentonville, AR	Fuels Blending
Veolia North America	Phoenix, AZ	Recycle/Reclamation
Clean Harbors	Aragonite, UT La Porte, TX	Incineration
Battery Solutions	Mesa, AZ	Recycling
ACTenviro - ABQ Branch/10-Day Transfer Station	Albuquerque, NM	Universal and E-Waste



<b>Disposal of Individual Waste Stream and Example of Downstream TSD/Recycling Partners</b>			
<b>Waste Stream</b>	<b>Treatment Type</b>	<b>Shipping Unit of Measure</b>	<b>TSD/Recycling Partners</b>
Aerosol Cans	Recycle	Tri-wall box	US Ecology
Asbestos	Landfill	Tri-wall box	US Ecology
Ash	Incineration	55 Gallon	Advanced Chemical Treatment
Biax/Circular/Neon/CFL Lamps	Recycle	30 Gallon	Lighting Resources, Ontario
Compressed Gasses < 5 gal Propane/butane	Recycle	55 Gallon	Stoody Industrial Welding Recycler
Co2 Cartridges	Recycle	55 Gallon	Stoody Industrial Welding Recycler
Cyanides, <10% CN	Incineration	5 Gallon or 30 Gallon /Loosepack	Advanced Chemical Treatment
Fertilizers	Recycle	55 Gallon, Tri-wall box /Loosepack	Advanced Chemical Treatment
Fertilizers (Class 9)	Neutralization	55 Gallon, Tri-wall box /Loosepack	US Ecology
Flammable Liquids - Bulk	Recycle	Gallon	Advanced Chemical Treatment
Flammable Liquids Drum	Recycle	55 Gallon / Loosepack	Advanced Chemical Treatment
Flammable Liquids - Loosepack - CYB	Recycle	Tri-wall box	Advanced Chemical Treatment
Fluorescent Lamps	Recycle	4 /8 foot box, 30 Gallon	Lighting Resources, Ontario
HID/Sodium Vapor Lamps	Recycle	30 Gallon	Lighting Resources, Ontario
Household Batteries, Alkaline	Recycle	30/55 Gallon /Loosepack	Kinsbursky Brothers, Anaheim
Household Batteries, Lithium Ion	Recycle	30/55 Gallon /Loosepack	Kinsbursky Brothers, Anaheim
Lab Pack, Flammable Solids	Recycle	55 Gallon, Tri-wall box	Advanced Chemical Treatment
Lab Pack, Organic Acid, Liquid/Solid	Neutralization	30/55 Gallon Loosepack	US Ecology
Lab Pack, Organic, Base, Liquid/Solid	Neutralization	55 Gallon/Loosepack	US Ecology
Latex Paint Cans (PaintCare Program)	Recycle	56 Gallon, Tri-wall box /Loosepack	Amazon
Marine Flares, Ammunition, Fireworks	Incineration	5 Gallon	Advanced Chemical Treatment
Mercury Containing Compounds	Recycle	5 Gallon/ Loosepack	Lighting Resources, Ontario
Mercury - Elemental (Pourable)	Recycle	5 Gallon/ Loosepack	Veolia, Phoenix
Non PCB Ballasts	Recycle	55 Gallon	Advanced Chemical Santa Fe Springs
Non-RCRA Hazardous Waste, Liquid	Recycle	55 Gallon	Advanced Chemical Treatment
Non-RCRA Hazardous Waste, Solid	Recycle	55 Gallon/Loosepack	Advanced Chemical Treatment
Oxygen Cylinders	Recycle	55 Gallon/Loosepack	Stoody Industrial Welding Recycler
Oil Based Paint (PaintCare Program)	Recycle	55 Gallon/Loosepack	Amazon
Oil Based Paint (Non PaintCare Program)	Recycle	55 Gallon /Loosepack	Advanced Chemical Treatment

Organic Peroxides	Incineration	5 Gal, 30/55 Gallon Loosepack	Advanced Chemical Treatment
Oxidizers, Liquid (Class A) Treatable	Neutralization	5 Gal, 30/55 Gallon Loosepack	Advanced Chemical Treatment
Oxidizer, Liquid/Solid Loosepack Treatable	Neutralization	5 Gal, 30/55 Gallon Loosepack	Advanced Chemical Treatment
PCB Ballasts	Landfill	30 Gallon / Loosepack	Advanced Chemical Treatment
PCB Oil/Contaminated Liquids	Incineration	30/55 Gallon /Loosepack	Veolia, Phoenix
Pharmaceutical (Non DEA)	Incineration	55 Gallon / Loosepack Non DEA	Advanced Chemical Treatment
Reactive Lab Pack	Incineration	5 Gallon	Advanced Chemical Treatment
Toxic, Solid	Recycle	Tri-wall box/ Loosepack	Advanced Chemical Treatment
Toxic, Liquid	Recycle	55 Gallon/Loosepack	Advanced Chemical Treatment
Toxic, Solid	Recycle	Tri-wall box/ Loosepack	Advanced Chemical Treatment

{ THIS AREA IS INTENTIONALLY LEFT BLANK. }

## Record Keeping, Manifest and Reports

- ❖ *Act will provide billing invoices to the County no later than 30 days of completion of services provided.*
- ❖ *All credits will be shown on a separate line item to ensure correctness and allow the County a chance to ask any questions that may arise.*
- ❖ *ACTenviro will draft all required manifests and shipping documentation and provide to the County for review.*

***Act uses a computer manifest tracking system (e ware) that allows us to follow the path of any manifest from customer site to disposal facility.***

- The County will have the choice of having their manifests sent to CDPHE by ACT or they can choose to have us do an electronic submittal sent to the state at a fee of \$25/manifest. Manifest will be sent or inputted the same week that the waste is picked up.
- All copies of manifests will be given to the County for their records to hold for three (3) years. ACT will also keep records of all reports in a file in our internal system that the County can access at any time.
- A report will be sent to the County that will include but not be limited to, waste shipped, Labor used, reuse, PaintCare and Homeowner participation. This report will come with the final invoice. If the County has any question's they can ask, at any time, for follow up and clarifying information.

### **ACTenviro will maintain and make available the following information:**

- Bills of lading and/or non-hazardous manifests
- Hazardous waste manifests and continuation sheets
- Lab pack inventory sheets Land disposal restriction (LDR) forms
- Hazardous waste profiles
- Certificates of destruction, decontamination, disposal and/or recycling
- State forms
- Inventory of items moved to reuse cabinets
- Event summary reports
- Any other forms and/or reports developed by ACTenviro and the County
- CERS reporting, if the County grants ACTenviro permission

All waste streams received are profiled into the system and assigned a waste stream specific profile number. ACTenviro will use uniform hazardous waste manifests and either non-hazardous manifests or a bill of lading for universal waste. Waste volumes are received and tracked by profile number (waste type).

The system will also prepare outbound shipment manifests and shipping markers. ACTenviro will manifest in accordance to 40 CFR EPA regulations and 49 CFR DOT regulations as applicable.

In addition to an authorized representative from the County, ACTenviro personnel can act as an authorized representative for the County for manifest, profiles and/or other documents that require a “Generators Certification,” and sign on the County’s behalf for waste generated through the County’s HHW Program.

### **proACTIVE: Our Safety Program**

#### **Core Values:**

##### **Executive Involvement**

Top management *will* provide visible, ongoing commitment and leadership for implementing this program. In addition, our president, CEO and all senior management *will* act as role models for how all employees should work to create a safe work environment. Lastly, all managers, starting with the CEO, will have clearly articulated safety performance metrics that connect to our safety goals and objectives.

##### **Commitment**

Safety is our number one core value and we need a commitment from *everyone* to ensure success with it. But commitment cannot be ensured with a paycheck. Employees that are psychologically aligned with our mission and values will be intrinsically motivated and better performers.

##### **Expectations**

High expectations are the key to everything, and your expectations can shade all aspects of your life. The words you use to frame your expectations are what will determine whether you succeed or fail.

##### **Accountability & Rewards**

We will continue to reward the behavior that ensures the success of our program, but we will also hold all accountable, including our top executives.

- *All H&S plans prepared for Gunnison County are site specific to what their operation requires.*
- *ACT employs 10 fulltime Health and Safety members that oversee our 650 employees. We provide an incentive program to individuals on a raffle basis that require we hit our TRR numbers.*
- *Any time there is an injury to an employee a call is made to Health and Safety and a report is made that discusses all aspects of the incident (How, What, When and Where) Immediately.*

- *Safety meetings are held at the beginning of every shift and cover all types of incidents that may occur during a shift.*

**The objectives of ACTenviro's proACTIVE Program are:**

- Provide effective training at all levels.
- Raise safety awareness at all levels.
- Prevent on-the-job injuries.
- Provide safe working conditions.
- Reduce Labor & Industries premiums.
- Comply with OSHA Standards.
- Investigate each accident and implement remedies.
- Provide first-aid facilities and supplies.
- Use safety as a cost-competitive strategy in the marketplace.

Our programs promote an organizational culture that instills an exemplary attitude and fosters behavior that prioritizes protection of health, safety, company property, third parties, and the environment.

These programs comply with all applicable governmental regulations and company policies. Together, through cooperation and teamwork, we will keep our workforce safe and free from injury and meet our organization's goals.

**On-Site Safety**

ACTenviro is committed to protecting the Health and Safety of our workers, our customers and the public. We demonstrate this through:

- Ensuring our employees are committed to quality job site safety.
- Knowledge and compliance with Federal, State and Local Health & Safety Regulations in performing our work.
- Focused attention to hazard identification and prevention.

We have extensive experience in the preparation and implementation of site and task specific health and safety plans. This includes:

- Personnel are trained to 40-hour requirements to meet 29 CFR1910.120.
- Training includes comprehensive medical surveillance, annual physical examinations and a monitoring program.
- Regular health and safety meetings and accident prevention programs, along with incentive award programs to enhance safety awareness.
- Daily safety tailgate meetings on each project.
- A full-time Safety Director available to meet the safety concerns of any project.



ACTenviro will put into place plan and all ACTenviro employees will adhere to all the following safety considerations during the County's HHW Collection activities:

**Use Proper Personal Protective Equipment (PPE):** Company employees will wear modified Level "D" PPE for handling household hazardous waste. This PPE level will include steel toe boots, coveralls or Tyvek suits, gloves, and safety glasses. While opening or working with open containers, they will wear Level "C" PPE. This includes an air purifying respirator and modified Level "D" PPE.

**Segregate and Store Waste According to Hazard Class:** To prevent reactions from incompatible materials, all waste is segregated and sorted by hazard class as soon as it is accepted at a collection site.

**Provide Spill Containment:** All bulk consolidation drums (i.e., paints, fuels, antifreeze, etc.) is packed in secondary containment cells for spill containment while pouring liquids into the drums.

**Fire Prevention:** Flammable and combustible materials are packed away from incompatible material to eliminate any potential reaction that may create fire. No Smoking is allowed within the collection area; smoking is only allowed in the County designated areas.

**Site Security:** To ensure public safety, ACTenviro will set up traffic cones to designate the vehicle off-loading area. On-site personnel will keep unauthorized persons from entering areas where waste is packaged and consolidated. ACTenviro will not store waste outside of the event days unless, in the event of a special condition, waste cannot be transported. The On-Site Haz Waste Lead will ensure that storage containers are secured prior to departing from the site.

**Training is a Large Part of ACTenviro Compliance – keeping our employees and Customers safe.**

#### **ACTenviro Staff Training Program Modules**

- Beryllium Safety Training
- Bloodborne Pathogens Training
- California Medical Waste Management ACT Training
- Confined Space Training
- Control of Hazardous Energy Training
- Compressed Gas Safety Training
- COVID-19 Decon Training
- Defensive Driving Training
- DOT Hazardous Materials Training
- DOT Manifest Training
- DOT Placarding Guidelines
- DOT Supervisor Training for Alcohol & Substance Abuse Awareness

- Driver's Log Training
- Driver Vehicle Inspections – Tractor
- Drug & Alcohol Awareness Training
- Electrical Safety Training
- Entry Level Driver Training
- Fall Protection Training
- Fire Extinguisher Training
- Hazardous Waste Awareness Training
- Hazardous Waste Transporter
- Hazard Communication
- Hazardous Materials Transportation Security Training
- Hearing Conservation Training
- Hydrogen Sulfide Awareness
- Incident Investigation Training
- Injury & Illness Prevention Plan Training
- Lead Awareness Training
- Online Training through Infiniti
- Radiation Safety Training
- Respiratory Protection Program Training
- Self-Contained Breathing Apparatus Training

## **Emergency Response Plan**

Spill prevention and on-site safety remain our first commitment in the operation of HHW collection programs. The following is a description of our procedures for dealing with spills and leaking containers. This includes the training of our employees in the proper handling, sorting, and packaging of waste products to significantly reduce the risk of spills and exposures from leaking containers.

Spill cleanup is an immediate priority for our on-site staff. Obviously, the type and quantity of material spilled will affect the level of response. The following steps outline typical procedures to address on-site spills.

- ***Alert Sam Hartman, Account Manager (317) 625-0521*** and resident (if in resident's vehicle).
- Assess the identity and quantity of material spilled.
- Use hand broom and dustpan to collect the solid spilled material.
- Use absorbent and pads for liquid spilled material.
- Place the collected original material into the original product container. If not, seal material in plastic zip-lock bag and label the bag.
- Complete the spill clean-up by using absorbent pads to wipe remaining residue from the spill area and decontaminate the area (if needed).
- Place used absorbent pads in a plastic zip-lock bag, label, and package material in appropriate container.



In addition to spills, we will properly seal any unsealed or leaking containers prior to packaging. ACTenviro uses large plastic 6 ml ziplock bags to contain the material, and mark the outside of the bag, if the container label is unreadable. If drum overpacking is required, the PM/Site Supervisor will direct the resident to a designated overpack area.

The following equipment is included in all ACTenviro spill containment barrels.

- Duct tape
- Clear ziplock bags of various sizes
- Diatomaceous Earth Absorbent
- Oil and Universal Absorbent pads
- Broom, Shovel, Dustpan
- 55-gallon drum liners (6 mm)
- 85-gallon overpack drums

If a spill or release occurs presenting a safety hazard beyond the protective capabilities of the issued PPE, the Lead Waste Specialist will evacuate the area and implement the appropriate emergency response actions.

If site evacuation is necessary, the ACT Lead will direct everyone to proceed to a location upwind of the waste handling area. Traffic control personnel will direct vehicles out of their lanes and to an exit away from the hazard before leaving their area and waste handlers will assist them if needed.

ACTenviro will confirm with the County's POC the use of the County's temporary EPA generator identification number for emergency spill cleanup services. ACTenviro will indicate, "Emergency Response," on all ER manifests in box 14 (Special Handling section), or the location the County instructs.

ACTenviro's insurance policy covers all spills and incidents that may occur because of our actions while our staff are on site. The County's liability is also minimized in regard to Worker Safety Regulations as all staff assigned to your project have at least 40 hours OSHA HAZWOPER training pertaining to hazardous materials.

### **Emergency Preparedness and Contingency Plan**

The Spill Contingency and Emergency Response Plan is included within the Health and Safety Plan that ACTenviro will provide prior to contract commencement if awarded to ACTenviro. ACTenviro's On-site Lead Hazardous Waste Specialist is the Emergency Coordinator for all the County activities under the event and is responsible for directing any emergency response measures and reducing the impact of any substance release.

In the case of a release or an emergency all employees will immediately contact the On-site Lead Hazardous Waste Specialist. The On-site Lead Hazardous Waste Specialist will immediately do the following:

- Notify all employees of the emergency
- Clear the general public from the area
- Remove all non-response personnel from the area
- Assess the incident to determine the extent of the emergency
- Notify Emergency Services Personnel if needed
- Initiate clean-up procedures

Any spill is reported to the Emergency Coordinator immediately after ACTenviro has stabilized the spill. No spill is considered too small to report to supervisory personnel. Any spill of one (1) gallon or greater, and any quantity regardless of size that occurs off-site is immediately reported. To comply with regulatory requirements, the following information is reported by the responsible parties who were involved with the spill:

- Type of chemical
- Location, Date, Time and Quantity
- Persons at scene
- Clean-up measures in process or concluded
- Bill of Lading/Shipping paper information
- Injuries, if any
- Public health and environmental impact

The contingency plan will include the following information:

- Pre-emergency planning
- Chain of command and personnel roles
- Site evaluation for hazard recognition and control measures
- Evacuation procedures and routes
- Safe distances and places of refuge
- Site security and access control
- Emergency decontamination
- Emergency medical treatment and first aid
- Emergency alerting and communication
- Critique of response procedures and follow-up
- Available Personal Protective Equipment (PPE) and emergency equipment
- Accident reporting
- Use of local and state emergency plans to avoid duplication



## PROPOSED INNOVATIONS

**At ACT we pride ourselves on thinking outside the box when it comes to helping customer's get the best service and pricing possible while coming up with new ideas on how to do things more efficiently, as can be seen throughout the bid response.**

- 1) By packing waste using actual Hazard class we can reduce the amount of high cost disposal items. Most waste that used to be packed into a toxic drum will now be packed and sent out for Energy Recovery. ACT can also do this with other items but not limited to (Shampoo, Carpet cleaner, Fertilizers)
- 2) What ACT lacks in qualifications for HHW contracts they make up for it in Personnel with experience. No other firm has a Project Manager with the background and experience as Marc Winkler. With Marc's knowledge and understanding of HHW programs he can help make a seamless transition between contractors. Listed in this bid response are several contracts and references that Marc has been part of in the last 26 years that can be contacted.
- 3) Another unique item that ACT brings to the table is the fact that we have our own labor for this contract - this will help to have a cohesive unit that is familiar with the contract needs.
- 4) Waste Removal will not be held up due to profiles not being in place. At ACT it only takes 1 day to have a profile approved into our ACTreatment TSDF.
- 5) ACT will also use fiber containers whenever possible to pack lab-packs saving the County an approximate \$12.00/container in supply cost.

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## **PROJECT STAFFING**

**Communication** is paramount between our ACTenviro Program Manager and the County's Program Manager. All communications will take place with regular person-to-person meetings, by telephone, and through e-mail. Properly trained and qualified ACTenviro personnel will ensure that all waste received is appropriately identified, characterized, packaged, marked and labeled in accordance with all Local, State and Federal Regulations.

**Hazardous Material Specialist (Lead)** - ACTenviro's appointed Hazardous Material Specialist will be at the HHW Collection Event to lead collection activities. The Hazardous Material Specialist will be the onsite point of contact and will be responsible for all activities and decisions, ensuring enough labor, supplies/materials, haz-cating, overseeing training of County Staff, loading shipping vehicles, in essence, overseeing all technical activities.

**40-Hour HAZWOPER Technicians** - ACTenviro's Technicians will provide technical on-site labor for managing the HHW program, traffic control, vehicle off-loading, waste screening, sorting, bulk consolidation of compatible waste (i.e. used motor oil and antifreeze), lab packing, and outbound transportation. All Technicians will provide on-site support for collection activities. Our Technicians are 40-Hour HAZWOPER trained, medically tested, certified forklift operators, trained in the proper use of PPE and trained in First Aid and CPR. ACTenviro's technicians are experienced with waste handling and processing. ACTenviro currently has personnel to fill all Technician positions for this contract with backup bench strength in the event of vacations, emergencies and the like.

**Class A Drivers** – All ACTenviro Drivers are CDL A licensed drivers accustomed to transporting hazardous and non-hazardous material in various forms for safe disposal using various heavy equipment. ACTenviro drivers are routinely trained in DOT and Hazmat transport and management to assist on site and on-road activities.



## **PROPOSAL COSTS SHEET AND RATES**

We based the rates on our experience, and made some assumptions on the waste (i.e., BTU value, level of halogens, amount of solids/sludge, average weight of drums, etc.). Rates are confirmed with profiles.

For any waste stream not listed, ACTenviro will discuss disposal options and prepare a quote before shipping the waste. These can include lighters, other cylinders, and other one-off waste streams.

The rates are all-inclusive (including labor rates, margin, transportation, and disposal).

**[This area is intentionally left blank.]**



Disposal

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
HHW FLAM TOX LIQUID	55	\$380.30	6	\$2,129.65
HHW FLAM TOX SOLID	55	\$297.69	2	\$595.38
HHW LOOSEPACKED FLAM - NON OBP	CYB	\$517.59	3	\$1,630.41
HHW AEROSOLS	CYB	\$675.29	1	\$709.05
HHW ACIDS	55	\$359.85	2	\$719.70
HHW BASES	55	\$533.04	2	\$1,066.08
HHW Oxidizers	55	\$528.32	1	\$528.32
HHW Other; Example; soap, shampoo, tar, adhesives	CYB	\$753.59	1	\$753.59
HHW LOOSEPACKED FLAM - NON OBP SMALL	55	\$306.14	1	\$306.14
HHW LOOSEPACKED FLAM - NON OBP SMALL	CYB	\$717.53	0	\$0.00
PAINTCARE OIL BASED PAINT	CYB	\$0.00	4	\$0.00
PAINTCARE LATEX BASED PAINT	CYB	\$0.00	2	\$0.00
Landfill - Alkaline Batteries	Per LB	\$0.88	427	\$375.35
Recycle - Lead Acid Wet Batteries	Per LB	\$0.50	346	\$173.16
Recycle - Dry Nickel Cadmium Batteries	Per LB	\$0.64	50	\$31.91
Recycle - Lithium Batteries	Per LB	\$11.04	100	\$1,104.00
Recycle - Damaged/Defective Lithium Ion Battery	Per LB	\$14.28	50	\$714.15
Loosepacked Oil and Antifreeze	55	\$176.25	0	\$0.00
Loosepacked Oil and Antifreeze	CYB	\$682.50	4	\$2,730.00
Propane Cylinders	CYB	\$210.00	2	\$420.00
Recycle - Fluorescent Lamps	Per LB	\$1.02	50	\$50.89



	Recycle - Circular Fluorescent Lamps	Per LB	\$2.26	50	\$112.99
	Fire Extinguishers	Per LB	\$45.00	5	\$225.00
	Elemental Mercury	Per LB	\$85.00	0	\$0.00
	Mercury Devices / switches / articles	Per LB	\$365.00	1	\$365.00
	Non PCB Ballasts	Per LB	\$0.59	25	\$14.75
	Incineration - PCB Ballast	Per LB	\$2.05	0	\$0.00
<b>Subtotal</b>					<b>\$14,755.50</b>

\*Estimated quote based on information supplied by the generator and conditioned on acceptance at the disposal facility.

**Supplies**

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE	
55 Gallon Recon Metal Drum UN1A1 - Closed Top	EA	\$70.50	0	\$0.00	
55 Gallon Recon Metal Drum UN1A2 - Open Top	EA	\$73.50	5	\$367.50	
55 Gallon Recon Poly Drum UN1H2 - Open Top with Lever Locks	EA	\$64.50	6	\$387.00	
Cubic Yard Box w/Pallet	EA	\$97.50	16	\$1,560.00	
55 Gallon Lab Pack Kit Box UN4G	EA	\$22.50	6	\$135.00	
5 Gallon Poly Drum with Screw Top Lids	EA	\$15.00	10	\$150.00	
275 Gallon Totes	EA	\$237.00	0	\$0.00	
Bag of Vermiculite	EA	\$57.00	10	\$570.00	
4 ft. Fluorescent Light Box	EA	\$18.00	1	\$18.00	
8 ft. Fluorescent Light Box	EA	\$19.50	2	\$39.00	
15/16 Gallon Metal Drum UN1A2 - Open Top	EA	\$106.50	1	\$106.50	
15 Gallon Poly Drum UN1H2/15 - Open Top	EA	\$69.00	2	\$138.00	
15 Gallon Poly Drum UN1H1 - Closed Top	EA	\$34.50	0	\$0.00	
30 Gallon Recon Poly Drum UN1H1 - Closed Top	EA	\$39.00	0	\$0.00	
30 Gallon Recon Poly Drum UN1H2/30 - Open Top	EA	\$51.00	5	\$255.00	
<b>Subtotal</b>					<b>\$3,726.00</b>

\*Supply pricing subject to change every 30 days based on availability and supply chain volatility.

**Transportation**

DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE	
MOBILIZATION FEE		\$5,500.00	1	\$5,500.00	
<b>Subtotal</b>					<b>\$5,500.00</b>



*Billing base on portal to portal transport with 2-hour minimum. Labor rates do not include overtime rates, which are billed in accordance with federal and state labor regulations.					
<b>Labor</b>	DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
	Labor - Technician	HR	\$79.00	96	\$7,584.00
	Labor - Project Manager @ OT	HR	\$111.00	24	\$2,664.00
<b>Subtotal</b>					<b>\$10,248.00</b>
*Billing base on portal to portal transport with 2-hour minimum. Labor rates do not include overtime rates, which are billed in accordance with federal and state labor regulations.					
<b>Fees</b>	DESCRIPTION	UOM	UNIT COST	QUANTITY	PRICE
	Manifest Fee	Each	\$35.00	5	\$175.00
	Environmental Service Charge	Each	15.0%	1	\$5,160.67
	Profile Fee	Each	No Charge	0	\$0.00
<b>Total Amount</b>	DESCRIPTION	PRICE			
	Total price includes the Manifest Fee and Environmental Surcharge Fee. Applicable Sales Tax is NOT included.	<b>\$39,565.17</b>			
	Cars Serviced over two days at La Plata County in September of 2022	585			
	Expected Total Cars over two Days Based Data from La Plata County, considering Gunnison County's Population, but also the pent up demand	285 to 350			

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

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**Agenda Item:** Approval for Daniel's Fund Grant Letter of Agreeeme

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

**Parties to the Agreement:** Daniels Fund

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant to support Choice Pass programming.

**Fiscal Impact:** \$50,000

**Submitted by:** Emily Mirza

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/29/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 3/29/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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Grant ID: G-2211-24093  
Gunnison County Substance Abuse  
Prevention Project  
Page 1 of 4

March 20, 2023

Mr. Jonathan Houck  
County Commissioner Chairperson  
Gunnison County Substance Abuse Prevention Project  
200 East Virginia Ave  
Gunnison, CO 81230

Dear Mr. Houck,

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Gunnison County Substance Abuse Prevention Project, (“Grantee”), in the amount of \$50,000 for Gunnison County Substance Abuse Prevention Project. The specific terms of your grant are described in Schedule A.

To comply with the Internal Revenue Code (“Code”) and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Grantee agrees to use the grant and any income therefrom, exclusively for the specified purposes. No part of the grant and any income therefrom may be used for purposes other than charitable, scientific, or educational purposes within the meaning of 170(c)(2)(B) of the Code. Any modification of the use of the grant and any income therefrom, is subject to the prior approval of the Daniels Fund.
2. Grantee represents and warrants to the Daniels Fund that it is a governmental unit referred to in section 170(c)(1) of the Internal Revenue Code. Additionally, the organization will use the grant and any income therefrom for exclusively public purposes.
3. Grantee will return to the Daniels Fund any unexpended grant funds at the close of the grant period. Unexpended funds will be promptly returned if the following occurs:
  - a. The Daniels Fund determines that the grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.
4. Grantee will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

5. Grantee will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.
6. Grantee will not, directly or indirectly, use any portion of the grant funds to carry on propaganda or otherwise attempt to influence legislation.
7. No part of the grant funds may be used for a grant to any organization considered to be a private foundation for federal tax purposes unless you comply with the applicable "expenditure responsibility" provisions of the Code.
8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.
9. Grantee will continue to observe policies of nondiscrimination in employment, board membership and in the use of these funds and the provision of service as represented to the Daniels Fund in your request for funding.
10. Grantee will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.
11. Grantee will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. Grantee agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Grantee in the Daniels Fund's periodic reports and media releases.
12. Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.
13. By accepting this grant, Grantee agrees that neither the Daniels Fund nor any of its officers, directors, associates or agents, assumes any responsibility or liability regarding the grant or its use. Grantee is solely responsible for the acts, conduct, behavior and actions of its officers, directors, employees, agents, and partners with respect to the use and administration of the grant, including the responsible use and administration of the grant in accordance with all laws, rules and regulations, and best business practices.
14. Grantee did not provide any goods or services in consideration, in whole or in part, for the grant funds.
15. The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the C.R.S. 24-71-101 by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

**SCHEDULE A**  
**DESCRIPTION OF GRANT**

Grant Maker: Daniels Fund  
101 Monroe Street  
Denver, Colorado 80206  
Tax ID: 84-1393308  
Tel: (303) 393-7220

Grant Recipient: Gunnison County Substance Abuse Prevention Project  
200 East Virginia Ave  
Gunnison, CO 81230

*I confirm that this mailing address is correct, or I have emailed [GrantsInfo@DanielsFund.org](mailto:GrantsInfo@DanielsFund.org) with the correction:*

Tax ID: 84-6000770

Tax Status: Government Entity

Amount of Grant: \$50,000

Purposes of Grant: Gunnison County Substance Abuse Prevention Project

Grant Period: Funding is for this specific period:  
March 31, 2023 - March 30, 2024

Grant Payment Terms: Full payment will be released within approximately 30 days of receipt of this signed Letter of Agreement.

Expected Results:

<b>Metric</b>	<b>Date</b>	<b>Measured by</b>
The Choice Pass program will enroll 550 6 <sup>th</sup> through 12 <sup>th</sup> grade youth into the program.	March 30, 2024	Enrollment database
During the 12-month grant, 95% of youth will uphold their pledge to remain substance free.	March 30, 2024	Participant Surveys
During the 12-month grant period, 85% of participants (467) will be randomly drug-tested with 95% (443) passing the test.	March 30, 2024	Random Drug Test Results
The organization will promote the Daniels Fund Scholarship opportunity to students and parents.	March 30, 2024	Number of participants that receive printed information about the Scholarship.

Reporting Requirements:

Within thirty (30) days after the end of the grant period, Gunnison County Substance Abuse Prevention Project will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in Schedule A. Please execute the Letter of Agreement via DocuSign. After receipt of this fully executed LOA via DocuSign, we will issue payment pursuant to the grant payment terms outlined in Schedule A.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunity can exist for each and every individual. The work of organizations such as Gunnison County Substance Abuse Prevention Project helps make this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

*Luke Ragland*

\_\_\_\_\_  
Luke Ragland, Senior Vice President

Grant Recipient: Gunnison County Substance Abuse Prevention Project

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

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**Agenda Item:** Approval for Amended Opioid Settlement Intergovern

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

IGA

**Fiscal Impact:**

**Submitted by:** Kari Commerford

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/22/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/22/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

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**AMENDED OPIOID SETTLEMENT  
INTERGOVERNMENTAL AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

**2.1. The Town shall:**

**2.1.1.** By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

**2.1.2.** Authorize the Office of the Colorado Attorney General, or other relevant State agency, to directly remit to the County all payments from percentage allocations originally awarded to the Town, pursuant to the COST and the Colorado MOU upon receipt of such funds, as follows:

	<u>Original Allocation</u>	<u>New Allocation per IGA</u>
<u>Gunnison County</u>	<u>0.1701%</u>	<u>0.1702%</u>
<u>Pitkin</u>	<u>0.0001%</u>	<u>0%</u>
<u>Total</u>	<u>0.1702%</u>	<u>0.1702%</u>

**2.2.** The County shall:

**2.2.1.** Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).

**2.2.2.** At the Town’s request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

**6. RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.

**7. OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

**8. TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.

**9. INFORMATIONAL OBLIGATIONS.** Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a

filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

**10. CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

**11. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.

**12. TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

**13. NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding

facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town Manager  
Town of Pitkin  
P.O. Box 9  
Pitkin, CO 81241

#### **14. GENERAL TERMS AND CONDITIONS**

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect. This Agreement supersedes the previous Opioid Settlement Intergovernmental Agreement entered into between the Town and the County, and said previous Opioid Settlement Intergovernmental Agreement shall have no force or effect upon the effective date of this Agreement.
- 14.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

- 14.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 14.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 14.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 14.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 14.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.
- 14.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of

an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**GUNNISON COUNTY, COLORADO**  
BY AND THROUGH ITS BOARD OF  
COMMISSIONERS

By: Jonathan Houck, Chair  
Date: \_\_\_\_\_

**ATTEST:**

By: Melanie Bollig, Deputy Clerk

**TOWN OF PITKIN**  
BY AND THROUGH ITS TRUSTEES

By:  Eddy Balch, Mayor  
Date: 3/13/2023

**ATTEST:**

  
By: Sara Gibb, Town Clerk



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

**Agenda Item:** Approval for Contractor Agreement; Walter A. Sorre

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, the 2023 CBOE Hearing Officer Contract signed by Walter Sorrentino.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

**County Attorney Review:**

Required

Not Required

Comments:

The contracting hearing officer objected to the insurance provisions. In negotiations, as a compromise, he agreed to language in the indemnity provision requiring him to maintain insurance sufficient to meet indemnity obligations.

Legally sufficient SO 3/30/2023

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/30/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023

## CONTRACTOR AGREEMENT

This CONTRACTOR AGREEMENT (“Agreement”) made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. VIRGINIA AVE., GUNNISON, CO 81230 (“Gunnison County”) and WALTER A. SORRENTINO, whose address is 25587 CONIFER ROAD, SUITE 105-223, CONIFER, CO 80433 (“Contractor”).

### RECITALS

WHEREAS, Gunnison County sits as the County Board of Equalization (“CBOE”) pursuant to C.R.S. § 39-8-101; and

WHEREAS, the CBOE pursuant to C.R.S. § 39-8-102(2)(i) has the authority to appoint independent referees experienced in property valuation to conduct hearings that review the valuations for assessment of all taxable property in the County (“Hearing Officer”); and

WHEREAS, The Contractor is experienced in property valuation and desires to provide professional services as the Hearing Officer for the CBOE, as more fully described in his proposal for services, attached and incorporated into this Agreement as Appendix A (“Services”); and

WHEREAS, Gunnison County in its role as the CBOE desires to engage Contractor to provide Services according to this Agreement.

### AGREEMENT

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

#### 1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix “A”. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or 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 October 1, 2023 and shall terminate on October 31, 2024, unless sooner terminated or replaced as provided herein.

### 3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with fulfilling its duties as the CBOE as required by C.R.S. § 39-8-101 et. seq.

### 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 at SIXTY-FIVE U.S. DOLLARS PER HOUR (\$65.00/hour) for Services described as billable hours in Appendix A, these billable hours specifically exclude travel time to and from Gunnison County offices at 200 E. Virginia Ave., Gunnison, CO 81230.

Travel time to and from Gunnison County offices shall be reimbursed at the 2023 IRS vehicular mileage rate of SIXTY-FIVE-and-ONE-HALF U.S. CENTS PER MILE (\$0.655/mile), with a limit on each one-way distance travelled of one-hundred and fifty miles (150 miles) as proposed in Appendix A. Gunnison County shall also reimburse Contractor for overnight stays in Gunnison that are reasonably necessary during Contractor's provision of Services. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

### 5. INDEPENDENT CONTRACTOR.

Contractor is 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 as an INDEPENDENT CONTRACTOR he 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.

### 6. 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.

Contractor shall maintain sufficient insurance to meet the indemnity obligation set forth in this paragraph.

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

## 7. DISCRIMINATION.

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

## 8. ADA COMPLIANCE.

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

## 9. CONTRACTOR REPRESENTATIONS AND WARRANTIES.

- a. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), during the property tax year in which Contractor shall be appointed as independent referee Contractor does not represent, and has not represented, any taxpayer in the county where Contractor will be appointed as an independent referee in any matter relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.
- b. Contractor represents and warrants that, pursuant to C.R.S. § 39-8-102(2)(i), Contractor shall not represent any taxpayer who appears in any hearing before Contractor in any matter subsequent relating to the protest and appeal of property valuation or to the abatement or refund of property taxes.
- c. Contractor represents and warrants that all Centers for Disease Control and Prevention (CDC), federal, state, local and Gunnison County mandates regarding coronavirus preventative measures shall be complied with during the course of this Agreement, including but not limited to, the use of face coverings and social distancing.

## 10. 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.

## 11. PANDEMICS.

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.

## 12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. 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.

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.

### 14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms described in Section 4 above.

### 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. 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 Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-0248

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

Contractor: Walter A. Sorrentino  
25587 Conifer Rd.  
Suite 105-223  
Conifer, CO 80433

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. 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. 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. 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.

## 21. 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.

## 22. 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.

23. 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.*

24. 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. 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.

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

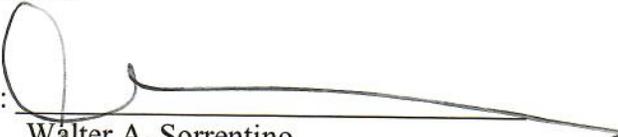
BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF GUNNISON, COLORADO

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

ATTEST:

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

CONTRACTOR

By:   
Walter A. Sorrentino

<p style="text-align: center;"><b>APPENDIX A</b> <b>SCOPE OF SERVICES</b></p>
---

Walter A. Sorrentino  
25587 Conifer Road Suite 105-223  
Conifer, Colorado 80433  
Phone 303.995.4917

**Hearings Officer**

for the Honorable Board of Gunnison County Commissioners  
acting as the Gunnison County Board of Equalization (CBOE/BOCC)

Problems facing the CBOE/BOCC hearing and addressing taxpayer appeals of property valuations used to determine ad valorem taxes appear to be based in cost-effectiveness. This scope of work attempts to recognize restricted county budgets and the need to hear property valuation appeals in the most cost-effective method possible.

I, Walter A. Sorrentino, will make myself available, in person, to hear appeals submitted by Gunnison County taxpayers concerning the valuations assigned to their properties. In order to expedite scheduled hearings I will attempt to review all exhibits submitted by both the Petitioner (taxpayer) and the Respondent (Assessor) prior to hearing. On scheduled hearing dates, I will travel to Gunnison County offices where I will utilize personal supplies (personal computer, recording devices, office supplies, etc.), county provided equipment (personal computer loaded with necessary CBOE/BOCC forms and schedules) and a hearing room(s) to conduct appeal hearings. Unless an appeal is of sufficient complexity to require additional review; prior to closing each hearing I will attempt to inform the Petitioner and the Respondent of the recommendation I will be making to the CBOE/BOCC. I will attempt to write recommendations for review by the CBOE/BOCC before the close of business on the date the hearing is completed or as soon as possible thereafter. I will attempt to avoid overnight stays in Gunnison unless Gunnison County staff recommends a hotel/motel stay is reasonably necessary. I will initially cover the cost of all hotel/motel overnight stay(s) and upon the closing of appeal hearings I will timely submit invoice(s) for reimbursement by Gunnison County.

I will work for an hourly compensation for my services of **\$65.00 per hour**. Billable hours will include time spent hearing appeals as well as the time required to complete summaries and value recommendations for consideration by the CBOE/BOCC. I will use the 2023 IRS standard vehicular mileage rate of \$0.65 per mile to compensate for travel costs; I estimate distance traveled, one-way, to be approximately 150 miles. Billable hours will not include travel time to and from Gunnison. Billable hours will not include preliminary review time performed to expedite hearings.

I will make myself available at the convenience of the CBOE/BOCC for review/explanation of any appeal recommendations I submitted for their approval. The CBOE/BOCC review of the Hearings Officer's recommendations, either in-person or remote interview time, travel, and overnight stays will be billable as set forth above.

I feel compelled to disclose to the Gunnison CBOE/BOCC that I am also contracted to perform the same services for the Honorable Board of Boulder County Commissioners acting as the Boulder County Board of Equalization. Boulder County hears all ad valorem appeals remotely using Microsoft Teams; I do not expect there to be any scheduling conflicts.

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

**Agenda Item:** Approval for Project Hope of Gunnison Valley Memor

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Project Hope

**Term Begins:** 10/1/2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS and Juvenile Services wish to partner with Project Hope on a grant application. This MOU describes the partnership and the project in the grant. If awarded this grant would provide \$80,000 to Gunnison County for expanding outreach and education to Spanish speaking community related to

**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: 3/31/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 3/31/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 3/31/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/31/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/4/2023



## **Memorandum of Understanding**

WHEREAS, Project Hope of Gunnison Valley (Project Hope), Gunnison Valley Mentors (GVM), Gunnison County Substance Abuse Prevention Program (GCSAPP), and Gunnison County Department Health and Human Services (DHHS), with GCSAPP and DHHS both operating under Gunnison County, have come together to collaborate and to make an application for OVW Fiscal Year 2023 Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which Project Hope will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before April 11, 2023;

### ***1) Description of Partner Agencies***

#### **Project Hope of Gunnison Valley**

Project Hope supports, educates, and provides confidential advocacy to individuals affected by domestic violence, sexual assault, and/or human trafficking.

Project Hope services are confidential and available at no cost to victims of domestic violence and/or sexual assault including their children, dependents, and non-offending family members. Victims of child abuse will be referred to appropriate authorities and a child advocate with appropriate training.

All Project Hope services and communications of the community based domestic violence and sexual assault advocacy program are privileged pursuant to C.R.S. 13-90 107 "who may not testify without consent." Communication with a trained advocate at a community based advocacy program for domestic violence and or sexual assault such as Project Hope is privileged.

Project Hope advocates are trained in domestic violence and sexual assault victimization, crisis intervention, risk assessment, and safety planning; are knowledgeable about community resources available to clients; and receive specialized training in several other areas. Project

Hope advocates work with victims during crisis and provide follow-up support on an ongoing basis to ensure that current and future needs are met.

### **Gunnison Valley Mentors**

Gunnison Valley Mentors has its beginnings in the mid-1980's with a "Children's Champions" group, which evolved into Gunnison Country Partners in the 1990's. In 2014, the organization became Gunnison Valley Mentors. Originally, GVM served youth involved in the justice system and those at a high risk for delinquency or substance use. Today, GVM works to provide quality mentorship programs to any youth in the valley who is in need of additional support. GVM functions as trusted adults and a referral source to help mentees find support and services around domestic violence, dating violence, sexual assault, or stalking. They are also able to help educate and model healthy relationships to their mentees.

### **Gunnison County Substance Abuse Prevention Program – under Gunnison County**

GCSAPP works to reduce youth substance use through evidence based strategies to help youth in Gunnison County be healthy, stable, and productively involved in their community. They promote healthy youth and families by increasing protective factors and reducing risk factors. The program began in 2006 and facilitates a community collaborative group that connects many community stakeholders, including Project Hope. Their programs provide a variety of educational opportunities for youth in our community, including topics around healthy relationships, consent, and sexual health.

### **Gunnison County Department of Health and Human Services – under Gunnison County**

Gunnison County DHHS helps provide access to healthcare through multilingual health navigation services. Their work helps to provide culturally specific materials and services to the community and promotes culturally diverse and appropriate health services. Through their Multicultural Services, Nurse Family Partnership, and Family Planning programs, they have frequent contact with victims of domestic violence, dating violence, sexual assault, or stalking. They serve as an information hub for individuals seeking help and services and refer individuals to Project Hope for additional support.

## ***II) History of Relationship***

- As fellow human service providers to the Gunnison Valley, Project Hope and the partner agencies have long-standing relationships with each other. We all frequently refer our clients to each other when appropriate and share information and resources when we are able and it is needed. We all participate in various community collaborative groups such as the GCSAPP coalition, Child Protection Team, Sexual Assault Response Team, and the community health coalition.
- While the collaborations and participants sometimes shift over time, the foundation of our relationships with individual referrals and participation in the collaborative teams has largely remained the same over the years.
- Relationships between our agencies are crucial to enhancing overall victim-centered services, since these collaborative relationships recognize the victim's right to self-determination by providing all available victim referral resources based on accurate and up-to-date knowledge of available services, thereby allowing victims to make an informed decision regarding their current and future needs. The goals of this

collaboration is to establish a victim-centered, coordinated community response to domestic violence, dating violence, sexual assault, and stalking victimization, as well as to advance common goals across programs in the community, thus establishing an ongoing channel for exchanging suggestions about how programs and outside sources can work more effectively together.

### ***III) Development of Application***

- This application began due to the fact that Project Hope's current funding under the OVW Fiscal Year 2020 Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Assistance Program is expiring September 30, 2023. To enable a continuation of these essential services in Gunnison and Hinsdale counties, Project Hope is applying as lead applicant to continue this funding. In the last year we have started to collaborate with GCSAPP to co-present to youth about healthy relationships and consent, worked with GVM to apply for a collaborative grant to serve youth, and strengthened our referral relationship with DHHS through participation in the Sexual Assault Response Team. These recent collaborations brought these agencies to mind when considering agencies with culturally-specific programming.
- As lead applicant, Project Hope is responsible for the majority of the work involved in developing this application. The partner agencies will assist with the review of the project narrative and budget to ensure no services or funding will be duplicated between the entities.

### ***IV) Roles and Responsibilities***

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- Project Hope will serve as the lead agency and be responsible for the disbursement and reporting for all grant funds. Project Hope will provide advocacy services for victims of domestic violence, dating violence, sexual assault, and stalking to; as well as outreach and prevention education opportunities through Gunnison and Hinsdale counties.

GVM, GCSAPP, and DHHS will each facilitate the expansion of Project Hope's outreach and education to the Spanish-speaking community by providing opportunities to talk with the individuals they interact with through their own programming. The project partners will also work with Project Hope to provide cross-training to staff and volunteers in order to improve our collective response to Spanish-speaking victims in our community.

- Project Hope will provide office space, equipment and personnel to manage the grant; and office space, equipment, and personnel to provide ongoing direct client services and community outreach and education services.

GVM, GCSAPP, and DHHS will provide office space, equipment, and personnel for the Spanish-speaking outreach efforts and staff cross training.

- Jessica Wurtz, Executive Director for Project Hope of Gunnison Valley  
Tina McGuinness, Executive Director for Gunnison Valley Mentors  
Kari Commerford, Director of Juvenile Services  
Emily Mirza, GCSAPP Program Manager

Ariel Tidwell, DHHS Clinical Manager  
Yazmin Molina, DHHS Multicultural Resource Coordinator

Agency representatives will meet at least once per quarter to communicate about upcoming outreach, education, and training opportunities and plan accordingly. They will also communicate quarterly about reporting activities for the quarter. All agency representatives will also be closely involved with their own staff to make sure the program goals and objectives are implemented throughout the grant cycle.

- All collaborating partners are fully committed to seeing the project sustained. Work to obtain local and state funding to financially sustain services for the community is an ongoing effort for all agencies to ensure services will continue after this OVW grant funding is no longer available. Fundraising personnel from all agencies will continue to work together to maintain funding and services.
1. Project Hope will provide advocacy services to victims of domestic violence, dating violence, sexual assault, and stalking including, but not limited to:
    - 24/7 Crisis line
    - Crisis intervention
    - Emergency safe shelter, food, clothing, and transportation
    - Access to counseling and peer support groups
    - Help establishing independence and utilizing community resources;
    - Assistance with Crime Victim Compensation, legal aid and the Address Confidentiality Program;
    - Community outreach and education
    - Culturally specific services, particularly to the Spanish speaking community
  2. Gunnison Valley Mentors will provide outreach and education about domestic violence, dating violence, sexual assault, and stalking to youth from the Spanish speaking community including, but not limited to:
    - Information included in monthly mentor newsletters
    - Training opportunities for staff and volunteers
    - Educational opportunities for youth mentees
  3. Gunnison County Substance Abuse Prevention Project will provide outreach and education about domestic violence, dating violence, sexual assault, and stalking to youth from the Spanish speaking community including, but not limited to:
    - Training opportunities for staff and volunteers
    - Educational opportunities for youth mentees
  4. Gunnison County Department of Health and Human Services will provide outreach and education about domestic violence, dating violence, sexual assault, and stalking to individuals from the Spanish speaking community including, but not limited to:
    - Training opportunities for staff and volunteers
    - Educational opportunities for clients
  5. Project Hope and Gunnison Valley Mentors will collaborate in the following manner:
    - Maintain current referral procedures
    - Provide organizational updates and outreach materials to other agencies on a regular and ongoing basis
    - Share information about program outcomes

- Participate in on-going communication and collaboration between GVM, GCSAPP, and DHHS through attendance of quarterly meetings or as needed.
6. Project Hope and Gunnison County Substance Abuse Prevention Project will collaborate in the following manner:
    - Attend community wraparound meetings
    - Maintain current referral procedures
    - Provide organizational updates and outreach materials to other agencies on a regular and ongoing basis
    - Share information about program outcomes
    - Participate in on-going communication and collaboration between GVM, GCSAPP, and DHHS through attendance of quarterly meetings or as needed.
  7. Project Hope and Gunnison County Department of Health and Human Services will collaborate in the following manner:
    - Attend community wraparound meetings
    - Maintain current referral procedures
    - Provide organizational updates and outreach materials to other agencies on a regular and ongoing basis
    - Share information about program outcomes
    - Participate in on-going communication and collaboration between GVM, GCSAPP, and DHHS through attendance of quarterly meetings or as needed.

***V) Timeline***

The roles and responsibilities described above are contingent on Project Hope receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2023 through 09/30/2026.

***VI) Commitment to Partnership***

1. The collaborative service area includes Gunnison County and Hinsdale County upon request.
2. The partners agree to collaborate and provide education and outreach about domestic violence, dating violence, sexual assault, and stalking to members of the Spanish speaking community pursuant to the program narrative of the grant application attached to this agreement.
3. Compensation for non-lead partners' contribution to this project will be provided as outlines in the attached OVW budget detail worksheet.
4. We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By: \_\_\_\_\_  
 Executive Director, Project Hope of Gunnison Valley  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
Executive Director, Gunnison Valley Mentors  
Date \_\_\_\_\_

By \_\_\_\_\_  
Gunnison County Manager, Matthew Birnie  
Date \_\_\_\_\_

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

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**Agenda Item:** Approval for a Transportation Alternatives Program

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

County staff would like to submit an application for the construction of the pedestrian underpass at highway 135 and Brush Creek Road.

**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: GUNCOUNTY1\PSolheim

Discharge Date: 3/30/2023

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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\mbirmie

Discharge Date: 3/30/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/4/2023

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**Public Works Department**  
195 Basin Park Drive, Gunnison, CO 81230  
Phone: 970-641-0044

## MEMORANDUM

DATE: 3/21/2023

TO: BOCC

FROM: Gunnison County Public Works

SUBJECT: Transportation Alternatives Program (TAP) Grant

County staff would like to submit an application for the construction of the pedestrian underpass at highway 135 and Brush Creek Road. This grant opportunity would complement the grants that have been submitted for design of the roundabout, underpass, trail and transit stops and the grants for the Whetstone development. This grant would cover the full cost of the underpass, creating a multimodal connection from Crested Butte to the future Whetstone development and creating options for the CB to CB South trail project. This connection is a critical part of any of the projects in the area.

TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. The main project type that is eligible for both TAP and MMOF is the design, planning, and construction of pedestrian or bike facilities. Gunnison County has successfully applied for MMOF funds from the state and while MMOF has different match requirements, TAP funds may be used to satisfy the match requirements of MMOF and vice versa. TAP is federal funding and requires a 20% local match. The match must be cash or cash equivalent (i.e. design, right of way, and materials).

The anticipated cost of the underpass is \$2,500,000. This includes a 14-foot-wide by 10-foot-tall underpass that would be designed to be open, airy, inviting and cohesive with our natural environment. It would support all forms of non-motorized travel, but be large enough to efficiently remove snow and keep it open year-round. In order to meet ADA and PROWAG guidelines the underpass will require a couple of access point like long ramps and staircases that provide equal access.

Staff has met with the CDOT regional planner and we have support for this application. The draft application is due on March 24<sup>th</sup> with the final application on April 21<sup>st</sup>. Staff anticipates spending about a quarter of the funds in 2023 and the remainder in 2024-2025 depending on the construction schedule. A letter of approval needs to be signed by the BOCC in order to submit this grant and will be brought forward at a future meeting if so directed

## Initial Sketch of Underpass



Martin W. Schmidt  
Assistant County Manager for Public Works  
[mschmidt@gunnisoncounty.org](mailto:mschmidt@gunnisoncounty.org)