

- 1 - Agenda, BOCC regular meeting Oct 13 2023
- 2 - Alcohol Bev Lic 05-07972-0000, Dos Rios Golf, Country Club
- 3 - BOCC Scheduling Calendar, Oct 13, 2023
- 4 - consent 1 - ELC 2.1 Grant, CDPHE and HHS, for transition from pandemic to routine
- 4 - consent 2 - Ack of CM Sig - App to CDPHE OPHP for building Public Health Capacity
- 4 - consent 3 - NCOA Benefit Enrollment Grant Application for HHS Sr Resource team
- 4 - consent 4 - CDPHE Colo LPH Agency Indirect Cost Negotiation Agreement
- 4 - consent 5 - 2023 City Grant Application, Gunnison-Hinsdale ECC and Multicultural Resource Office
- 4 - consent 6 - Preventive Block Grant SOW with CDPHE and HHS for W Central Public Health Partnership
- 4 - consent 7 - CDPHE Task Order Contract Amendment 1 - 2024 0701, GC HHS public health workforce
- 5 - Treasurer's Reports
- 6c - Vouchers and Transfers, Sept 2023 Cash Transfer Report
- 6d - Vouchers and Transfers - Sales Tax-LMD Reports
- 7 - Haverly Townhome Plat LUC-23-00041
- 8 - GV Land Preservation Fund - 5 Grant Agreements for Gunnison Ranchland Conservation Legacy
- 9 - Invitation for GC Cooperating Agency - BLM Uncompahgre Field Office Plan Amendment
- 10 - MOU with USDA FS Rocky Mtn Reg, GMUG and Gunnison Co as Cooperating Agency in Thompson Divide Withdrwl
- 13a - BoHS Agenda Oct 17 2023
- 13b - BoHS Financial Update
- 13c - B0HS - Program Updates - Economic Security

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

**DATE:** Tuesday, October 17, 2023

**Page 1 of 3**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:**

- 8:30 am
- Call to Order
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Approval for Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf & Country Club; 12/31/2023 - 12/31/2024
  - Adjourn

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

- 8:31 am
- Call to Order; Agenda Review
  - Scheduling
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Approval for Agreement to receive Epidemiology and Laboratory Capacity (ELC) 2.1 Grant; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Health and Human Services (HHS); to receive CDC and EDC funding support for the transition from COVID-19 pandemic response to routine operation; 8/01/2023 – 4/30/2024
    2. Acknowledgment of County Manager's signature; Application to Colorado Department of Public Health and Environment's Office of Public Health Practice, Planning, and Local Partnerships; Gunnison County Health and Human Services; To build local public health capacity on behalf of the West Central Public Health Partnership
    3. Approval for National Council on Aging (NCOA) Benefit Enrollment Grant Application; funds to support the Gunnison County HHS Senior Resource team in enrolling Medicare beneficiaries for Core benefits; \$25,000
    4. Approval for Colorado Department of Public Health and Environment's annual Colorado Local Public Health Agency Indirect Cost Negotiation Agreement; for allowable indirect costs on 2024 CDPHE grant contracts
    5. Approval for a 2023 City Grant Application; Gunnison Hinsdale Early Childhood Council (ECC) and Multicultural Resource Office; for early childhood workforce support to help increase the availability of childcare in the area; \$14,000
    6. Approval for a Preventive Block Grant Statement of Work with Colorado Department of Public Health and Environment's Office of Public Health Practice, Planning, and Local Partnerships; Gunnison County Department of Health and Human Services; to renew a Purchase Order with CDPHE on behalf of the West Central Public Health Partnership; for fiscal year 2024; \$45,000
    7. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2024\*0701, and Contract Amendment #1; Gunnison County Health and Human Services; to advance Colorado's public health workforce capacity; 7/01/2023 - 11/30/2027; \$246,450 with a no cost amendment to update the Statement of Work, Budget and Federal Provisions
  - County Manager's Reports
    1. Gunnison County Safe Streets & Roads For All (SS4A) Action Plan
- 8:36
- Treasurer's Reports

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

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

**DATE:** Tuesday, October 17, 2023

**Page 2 of 3**

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

- Vouchers and Transfers:
  1. October 2023 Accounts Payable Report
  2. August 2023 Purchase Card Report
  3. September 2023 Cash Transfer Report
  4. Sales Tax - LMD Reports
  
- 8:40 • Approval for a Townhome Plat; Haverly Townhomes, Lots 43, 44, 45, Block 4, Crested Butte South, Second Filing; Haverly LLC, applicant; LUC-23-00041
  
- 8:45 • Approval for Five (5) Gunnison Valley Land Preservation Fund Grant Agreements; Gunnison Ranchland Conservation Legacy
  1. Big Spring Ranch Conservation Easement; \$113,553
  2. Dancing Sunshine Farm Conservation Easement; \$110,101
  3. Hummingbird Ranch Conservation Easement; \$112, 357
  4. Lazy 3 Ranch Conservation Easement; \$131,500
  5. TLC Ranch Conservation Easement; \$115,071
  
- 9:00 • Approval for Gunnison County to participate as a Cooperating Agency; BLM Uncompahgre Field Office Plan Amendment; Response Deadline November 3, 2023
  
- 9:05 • Approval for a Memorandum of Understanding Between United States Department of Agriculture, Forest Service Rocky Mountain Region, Grand Mesa, Uncompahgre and Gunnison National Forests, and Gunnison County, Colorado as a Cooperating Agency; for coordinating and cooperating in the completion of an environmental analysis as required by the National Environmental Policy Act (NEPA), for the Thompson Divide Withdrawal Project
  
- 9:10 • **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.
  
- 9:30 am • 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 Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017
- **BREAK**
- 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 the Affordable Housing Deed Restriction at Paintbrush Apartments
- Adjourn

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

- 10:30 am • [\(See separate agenda\)](#)

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

**DATE:** Tuesday, October 17, 2023

**Page 3 of 3**

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

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

- 11:00 am
- Call to Order
  - 2024 Gunnison County Budget Discussions
  - 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=MjNDdTZHTFNrRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

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

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**Agenda Item:** Approval for Alcohol Beverage License #05-07972-00

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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 Gunnison Golf Club

**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 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 1

Agenda Date: 10/17/2023

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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 05-07972-0000**

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

**GUNNISON GOLF CLUB INC  
DBA DOS RIOS GOLF & COUNTRY CLUB  
501 CAMINO DEL RIO  
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 12.31.2023 - 12.31.2024

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* 10-10-2023  
Gunnison County Clerk

Date

\_\_\_\_\_  
Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

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

**GUNNISON GOLF CLUB, INC**  
**dba DOS RIOS GOLF & COUNTRY CLUB**  
**501 CAMINO DEL RIO**  
**Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>05-07972-0000</b>	License Expires at Midnight <b>December 31, 2024</b>
License Type <b>HOTEL &amp; RESTAURANT / OPTIONAL (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. 10/10/2023 MH

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

**DOS RIOS GOLF & COUNTRY CLUB**  
**PO BOX 86**  
**Gunnison CO 81230-0086**

Fees Due		
Renewal Fee		625.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X <u>i</u>	\$ 100.00
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		\$ <u>725</u>

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.

## Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GUNNISON GOLF CLUB, INC		Doing Business As Name (DBA) DOS RIOS GOLF & COUNTRY CLUB	
Liquor License # 05-07972-0000	License Type Hotel & Restaurant / Optional (county)		
Sales Tax License Number 05079720000	Expiration Date 12/31/2023	Due Date 11/16/2023	
Business Address 501 CAMINO DEL RIO Gunnison CO 81230			Phone Number 9706411482
Mailing Address PO BOX 86 Gunnison CO 81230-0086		Email GM@dosriosgolfclub.org	
Operating Manager BRIAN TURNER	Date of Birth 07/31/73	Home Address 411 D CHATEAU MT. CRESTED BUTTE CO 81225	Phone Number 970-275-3508
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 type="checkbox"/> Rented*      *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

<b>Affirmation &amp; Consent</b> 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 <i>BRIAN TURNER</i>	Title <i>G.M.</i>
Signature <i>B. Turner</i>	Date <i>10/03/2023</i>
<b>Report &amp; Approval of City or County Licensing Authority</b> 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. <b>Therefore this application is approved.</b>	
Local Licensing Authority For <i>Gunnison County</i>	Date <i>10-4-2023</i>
Signature <i>Kathy Simillion</i>	Title <i>County Clerk</i>
	Attest <i>Michael Mackay</i>

# Gunnison County Board of County Commissioners Calendar **REVISED**

(Two or more commissioners may be in attendance.)

October 17 – November 28, 2023 (as of 10/16//2023)

## **Board of County Commissioners**

1. [BOCC Regular Meeting](#)  
October 17, 2023, All Day @ BOCC Boardroom  
[More Details](#)
2. [BOCC Work Session](#)  
October 24, 2023, All Day @ BOCC Boardroom  
[More Details](#)
3. [Mayors & Managers Meeting - Hosted by Gunnison Valley Health](#)  
November 2, 2023, 12:00 PM - 1:30 PM  
[More Details](#)
4. [BOCC Regular Meeting](#)  
November 7, 2023, All Day @ BOCC Boardroom  
[More Details](#)
5. [BOCC Work Session](#)  
November 14, 2023, All Day @ BOCC Boardroom  
[More Details](#)
6. [BOCC Regular Meeting](#)  
November 21, 2023, All Day @ BOCC Boardroom  
[More Details](#)
7. [BOCC Work Session](#)  
November 27, 2023, All Day @ BOCC Boardroom  
[More Details](#)
8. [BOCC Work Session \(CANCELED\)](#)  
November 28, 2023, All Day @ BOCC Boardroom  
[More Details](#)

## **Gunnison-Hinsdale Board of Human Services**

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)  
October 17, 2023, All Day @ BOCC Board Room  
[More Details](#)

## **County Board of Equalization**

1. [CBOE Regular Meeting](#)  
October 31, 2023, All Day @ BOCC Board Room  
[More Details](#)

## **Gunnison County Organization**

1. [Holiday - Veterans' Day \(observed\) - Offices Closed](#)  
November 10, 2023, All Day  
[More Details](#)
2. [Holiday - Thanksgiving - Offices Closed](#)  
November 23, 2023 - November 24, 2023  
[More Details](#)

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

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**Agenda Item:** Agreement to receive Epidemiology and Laboratory C

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**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This form is an agreement to receive funding from CDPHE for our ELC 2.1 Grant.

**Fiscal Impact:**

**Submitted by:** Shonna Gray

**Submitter's Email Address:** sgray@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 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

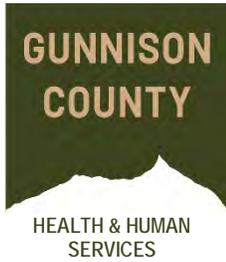
Discharge Date: 10/11/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

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Phone: (970) 641-3244 | Fax: (970) 641-3738  
220 N. Spruce, Gunnison, CO 81230  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

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## ACKNOWLEDGEMENT LETTER TEMPLATE - OPT IN

To: Nicole Comstock

Organization Name: Gunnison County Health and Human Services  
Subject: Acknowledgement letter for ELC 2.1 Enhancing Detection Expansion

Dear Ms. Comstock:

This letter acknowledges that \_\_Gunnison county Health and Human Services chooses to accept COVID-19 ELC Round 2.1 funding from the Colorado Department of Public Health and Environment for the contract period of August 1, 2023 through April 30, 2024. I have received, reviewed, and understand the requirements in the ELC Enhancing Detection Expansion (ELC 2.1) Statement of Work, Allowability Roadmap and Federal Provisions.

The federal funding received will be in support of the Statement of Work referenced herein and will be spent in accordance with Federal legislation and CDC/CDPHE programmatic guidance.

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Matthew Birnie



This guidance summarizes federal and state legal requirements on allowable costs associated with the ELC COVID-19 funding and the statement of work received by Colorado local public health agencies. In addition to meeting the allowability requirements, all expenses must be allocable to the statement of work, be reasonable, and be consistent with documented local public health agency policy. Round 2.1 ELC COVID-19 funding is intended to support local public health agency personnel conducting COVID-19 epidemiological, testing, infection prevention, and community mitigation activities.

**PRIOR APPROVAL IS REQUIRED FOR USING ELC FUNDS FOR EQUIPMENT PURCHASES.**

(Equipment purchases over \$5,000 are not allowed with ELC 2.1 funding.)

This document summarizes the allowable and unallowable costs in the PO SOWs.

ELC Round 2.1 Funding Granted		
Expense Category	Allowable	Unallowable
Personnel	Salaries, fringe and benefits, time and overtime substantially dedicated to COVID-19 SOW activities. Includes permanent, term-limited, temporary, contracted staff, or students. Overtime and hazard pay <u>may</u> be approved with prior approval and <u>must</u> be in line with SOW activities and the agency's existing policies.	Research, lobbying, clinical care, overtime expenses for law enforcement, vaccine administration, reimbursement of pre-award costs. Individual salary in excess of \$212,100 per year is not allowable per Federal salary cap guidelines
Equipment	General and special purpose equipment (laboratory equipment, generators, freezers, refrigerators), storage equipment <b>with prior approval</b> . <i>Equipment requests should enhance testing capacity for COVID-19.</i>	Telecommunications equipment produced by Huawei Technologies or ZTE Corp, Hytera Communications, Hangzhou Hikvision Digital Technology, or Dahua Technology, etc. General-use office furniture is not allowable under this funding stream. Equipment used for non-COVID purposes is not allowable under this funding stream. Equipment purchases over \$5,000 are not allowed.
Supplies	Testing supplies, PPE for staff working on SOW activities, telephone/cell phone and communication services for staff performing SOW activities, office, postage, computers, radios, supplies to support community education and outreach campaigns, etc.	Meals and snacks (unless provided for Q/I support as described below). Gift cards, alcoholic beverages, advertising (conventions, memorabilia, souvenirs), entertainment, vaccines are never allowable costs. Supply stockpiling is not allowed under this funding stream; all purchased consumable/one-use supplies must be used within the contractual period.
Software	Software/systems for COVID-related lab or surveillance data analysis, GIS, tools for rapid notification, services for cloud or video conference, etc.	Software associated with vaccine registries or tracking of vaccine. Software for agency infrastructure use (e.g., Quickbooks).
Vehicle	Leasing vehicles such as mobile testing units, or vehicles that provide SOW related public health services in underserved areas <b>with prior approval</b> .	Vehicle purchases, including but not limited to mobile vaccine units. Vehicle leases for the purposes of administering vaccine.
Quarantine / Isolation (Q/I)	Lodging, food, laundry, mental health services, etc. -- see <a href="#">guidance</a> . Expense documentation, such as receipts, invoices,	Any isolation or quarantine support purchase that does not include back-up documentation (e.g., no receipts for

	and case ID information must be submitted with reimbursement requests.	purchases or agency inability to link purchases to case IDs).
<b>Outreach / Education</b>	Communication materials and other costs supporting community health education focused on building public capacity for COVID-19 disease control and access to care. Messaging and outreach can include information about vaccine and treatment.	Expenses used to influence legislation, appropriations, regulation, administrative action, or executive orders proposed to a legislative body.
<b>Stipends / Incentives</b>	N/A	Not allowed.
<b>Contractors</b>	Support SOW activities through staffing support, private labs, healthcare entities, testing support, Q/I, wastewater surveillance, etc. Subcontractors require prior approval.	Subcontractors or subawardees providing research-based services or vaccine administration.
<b>Travel</b>	In-state travel, mileage, rentals, fleet fuel, lodging, per diem for SOW related activities. Funding may be used to train staff specifically on transitioning COVID-19 investigation activities into routine public health work with prior CDPHE approval. Requests for training activities must be submitted to CDPHE for review and approval via the <a href="#">training request form</a> .	Alcoholic beverages, gift cards, advertising (conventions, displays, memorabilia, souvenirs, gifts), and entertainment.
<b>Indirect</b>	Allowed based on approved negotiated rate with CDPHE, de minimis, or waived with a notice on contracted agency letterhead.	N/A

*\*Telecommunications video surveillance equipment by SD consultation with the NI or FBI director reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.*



## ELC Enhancing Detection COVID-19 Supplemental Funds (Round 2.1) to LPHAs:

### Statement of Work

**Project Period: August 01, 2023 - April 30, 2024**

#### I. Project Description:

This project serves to support the transition from COVID-19 pandemic response to routine operation, incorporating COVID-19 surveillance and investigations into routine local public health agency (LPHA) activities. The project will support disease surveillance, community education, disease control, priority outbreak response, and testing activities for SARS-CoV-2.

The project benefits Coloradans by providing transitional funding support to LPHAs who opt in to receiving the funding. The project comprises new contracts that cover activities starting on August 1, 2023, through April 30, 2024. The funding for this effort is provided by the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) cooperative agreement titled “Enhancing Detection Through Coronavirus Response and Relief Supplemental Funds”; activities outlined in this statement of work are in line with guidance CDC provided with the funding source, and are subject to federal allowability requirements. **These funds may only be utilized for COVID-19 related activities.**

#### II. Definitions:

1. CDC - Centers for Disease Control and Prevention
2. CDPHE - Colorado Department of Public Health and Environment
3. CEDRS - Colorado Electronic Disease Reporting System
4. EpiTrax - new statewide disease reporting system to be implemented during the winter of 2023-2024
5. Colorado COVID-19 Case and Outbreak Definitions - Can be found at the following website and will be updated as needed:  
<https://docs.google.com/document/d/1e-IWLtzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
6. LPHA - Local Public Health Agency



HEALTH & HUMAN SERVICES

Phone: (970) 641-3244 | Fax: (970) 641-3738  
 220 N. Spruce, Gunnison, CO 81230  
 Website: www.GunnisonCounty.org

7. Priority populations and settings - Populations and settings that are at higher risk for outbreaks and adverse outcomes due to COVID-19
8. SARS-CoV-2 - The virus that causes COVID-19
9. SOW - Statement of Work
10. Surge - A situation where there is an increase in COVID-19 cases or outbreaks that exceeds the Contractor’s baseline ability to respond
11. Targeted priority CI/CT - Targeted individual case interviews and contact tracing designed to prevent or understand unusual disease transmission in high-risk settings or in cases with unusual severity or illness presentation.

**III. Work Plan:**

<p><b>Goal #1:</b> Integrate COVID-19 surveillance, investigation, and education into routine public health work.</p>	
<p><b>Objective #1:</b> No later than the expiration date of the contract, support public health personnel conducting epidemiological activities for COVID-19 as part of routine public health practice.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall hire or sustain staff to conduct COVID-19 epidemiological activities.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall update and implement a Program Plan outlining how the LPHA will conduct COVID-19 epidemiological activities in the jurisdiction during the funding period. This document shall also include a Surge Plan to address rapid increases in targeted prioritized COVID-19 cases and outbreaks, a Testing Plan that identifies testing options for outbreak investigation response and promotes access to testing for the general public in the local jurisdiction, and a Transition Plan describing the transition to incorporating COVID-19</li> </ol>



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- investigation activities into routine public health work after the funding period.
2. The Contractor shall conduct targeted priority case interviews and contact tracing (CI/CT) as necessary.
    - a. The contractor shall enter information from targeted priority interviews in CEDRS, and EpiTrax once EpiTrax is in service.
  3. The Contractor shall identify, report, and monitor COVID-19 outbreaks.
    - a. The Contractor shall investigate all outbreaks in priority settings that are not investigated by CDPHE (CDPHE investigates outbreaks that occur in state run facilities and residential healthcare facilities).
    - b. The Contractor shall investigate outbreaks in non-priority settings that have unusual transmission or severity characteristics or require public health intervention for disease control.
    - c. The Contractor shall provide initial outbreak reports to CDPHE for all investigated outbreaks.
    - d. The Contractor shall provide outbreak final reports to CDPHE for all investigated outbreaks.
    - e. The Contractor shall enter outbreak related investigation information in CEDRS, and EpiTrax once EpiTrax is in service.
    - f. The Contractor shall follow CDPHE setting-specific guidance for disease control during COVID-19 outbreak investigations.
  4. The Contractor shall ensure targeted dissemination of COVID-19 disease control and mitigation recommendations and educational messaging in formats that are responsive to community needs, and exposure notification guidance to priority populations and settings that aligns with statewide guidelines and best practices.
    - a. Educational messaging shall include information that promotes the general public in self-managing testing, prevention, and mitigation of COVID-19, and shall be made available in English and other languages as appropriate.



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<p><b>Primary Activity #2</b></p>	<p>The Contractor shall complete a funding acknowledgement letter on agency letterhead for this opportunity.</p>
<p><b>Sub Activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall notify CDPHE in a timely manner of budgeted funds that they will not be able to utilize.</li> <li>2. The Contractor shall notify CDPHE in a timely manner of the need for budget modifications.</li> </ol>
<p><b>Primary Activity #3</b></p>	<p>The Contractor shall report progress toward activities and deliverables outlined in this SOW to CDPHE, and shall remain in regular contact with CDPHE via established communication mechanisms.</p>
<p><b>Sub Activities #3</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete a monthly online survey on COVID-19 epidemiological activities being performed.</li> <li>2. The Contractor shall have a staff member attend, or watch the recording of, the Statewide Epidemiology Response Coordination webinars.</li> <li>3. The Contractor shall have at least one fiscal staff representative and at least one program staff representative attend the required to-be-scheduled CDPHE training on federal allowability parameters for this funding stream.</li> <li>4. The Contractor shall attend meetings scheduled by the assigned CDPHE Epi Team to discuss challenges in achieving epidemiological activities and/or planning for integration of COVID-19 investigation activities into routine communicable disease work.</li> <li>5. The Contractor shall attend meetings scheduled by the assigned CDPHE Contract Monitoring Team.</li> <li>6. The Contractor shall attend a CDPHE-provided training on EpiTrax.</li> </ol>



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<p><b>Primary Activity #4</b></p>	<p>The Contractor shall identify and promote access to testing for the general public in the local jurisdiction.</p>
<p><b>Sub Activities #4</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall refer individuals to available testing services, especially populations with more limited access to testing resources.</li> <li>2. The Contractor shall maintain updated information for the public on how to access testing services and at-home antigen test kits in the jurisdiction on the Contractor’s website.</li> <li>3. The Contractor shall publicize the Contractor’s website as a resource for testing information to communities in the jurisdiction.</li> <li>4. The Contractor shall re-assess availability of testing options in the jurisdiction at least monthly.</li> <li>5. The Contractor shall support testing in priority outbreak or urgent response situations.</li> <li>6. The Contractor shall communicate challenges encountered around access to community and provider-based testing to CDPHE in a timely manner.</li> </ol>
<div style="background-color: #cccccc; height: 60px;"></div>	



### Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. Funded positions must directly support COVID-19 disease surveillance, community education, disease control activities, targeted priority CI/CT, priority outbreak response (not including residential care facility outbreaks that CDPHE investigates), sustainment of public testing availability for SARS-CoV-2 through the duration of this contract, and transition planning around moving from COVID-19 response to routine activities. **This funding cannot be used for non-COVID-19 disease control activities.**
3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE COVID-19 ELC Enhancing Detection Expansion funding opportunity.
  - a. Allowable costs for this funding source can be found on the following website:  
<https://sites.google.com/state.co.us/covid-19fiscalresponse/elc-enhancing-detection-expansion>. The content of this website is incorporated and made part of this contract by reference.
  - b. Administering vaccine and most other vaccine-related activities are not allowable under this SOW. All plans to commit funds to vaccine services must be submitted to the CDPHE Contract Monitor for review prior to committing said funds.
4. CDPHE Contract Monitors will provide an example template upon request for the Program Plan, which includes a Surge Plan, Testing Plan, and Transition Plan.
5. Contractors shall perform targeted prioritized CI/CT and outbreak investigation activities in alignment with standardized case and outbreak definitions and Colorado minimum investigation guidance. Case and outbreak definitions available at the following website:



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<https://docs.google.com/document/d/1e-IWLtzJNCgI2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>. Minimum investigation guidance is available at the following website:

[https://docs.google.com/document/d/1XOH1ZFg7FJ32dr\\_vlwgmNDhNXcDt5hAF0H-nXk8LDms/edit?usp=sharing](https://docs.google.com/document/d/1XOH1ZFg7FJ32dr_vlwgmNDhNXcDt5hAF0H-nXk8LDms/edit?usp=sharing).

Outbreak investigation guidance is available at the following website:

<https://docs.google.com/document/d/1xG75bZBMZH842hykiKoTd9Om6BNqGiNBM2L2MKF0UO4/edit?usp=sharing>

6. The Contractor shall use the “COVID-19 outbreak report form” found in this Google folder for initial and final outbreak reports:

[https://drive.google.com/drive/folders/1JyhL\\_mUgP-RFJi9TllvX0eZo8pVg-zju](https://drive.google.com/drive/folders/1JyhL_mUgP-RFJi9TllvX0eZo8pVg-zju).

Additional outbreak resources and tools can be found in this folder. This folder is incorporated and made part of this contract by reference.

7. Educational messaging may include, but is not limited to, print and online resources in English and other languages as appropriate, community informational sessions, and virtual live and pre-recorded content that aligns with State disease control guidance.

8. The Contractor shall reference the Google Map of CDPHE COVID-19 Epi Teams to determine the team assigned to the Contractor’s jurisdiction. Outbreak initial reports and final reports shall be submitted to the appropriate Epi Team email address. This Google Map is incorporated and made a part of this contract by reference and is available at the following website:

[https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-](https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw)

[104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw](https://www.google.com/maps/d/u/0/viewer?ll=39.681381699999996%2C-104.8544189&z=8&mid=1vySIE7ORfqCb7FPn2D89xC-2CXfbAbTw)

9. The Contractor shall utilize CDPHE infection prevention guidance if support is provided to Residential Care Facilities within their jurisdiction. The Contractor shall not impose limitations that are more restrictive than CDPHE guidance. CDPHE guidance can be found at:

<https://covid19.colorado.gov/lctcf>. The Contractor shall



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refer reports they receive about Residential Care Facility COVID-19 cases or outbreaks to the CDPHE Infection Prevention team immediately.

10. The Contractor shall maintain staff who have access to and are trained on how to use CEDRS, EpiTrax, or other CDPHE-designated systems for COVID-19 investigations.
11. The Contractor shall report cases meeting the probable and confirmed case definition into CEDRS, EpiTrax, or other CDPHE-designated system within four (4) working days of Contractor knowledge of the case. This case definition document is incorporated and made a part of this contract by reference and is available at the following website: <https://docs.google.com/document/d/1e-IWLTzJNCgl2gzPONGvEASGgse85WuBmcToc9ev-74/edit?usp=sharing>
12. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE designated systems to report COVID-19 cases and prioritized contacts identified outside of their jurisdiction to CDPHE within four (4) working days of identification.
13. The Contractor shall utilize CEDRS, EpiTrax, or other CDPHE-designated systems to record COVID-19 targeted priority case and contact investigation data within three (3) working days of interview completion.
14. The Contractor shall notify CDPHE of staffing changes resulting in changes in access to CDPHE managed systems (such as CEDRS and EpiTrax) within one week in order to assist CDPHE in maintaining access control to secure data systems.
15. Funding may be used to train staff specifically on transitioning COVID-19 investigation activities into routine public health work with prior CDPHE approval. Requests for training activities must be submitted to CDPHE for review and approval via email to the CDPHE Contract Monitor.
16. The Contractor shall use the CDPHE budget template for revisions to the approved project budget. Revised budgets must be fully approved by CDPHE prior to implementation by the Contractor. The Contractor shall submit all requests for budget revisions to the CDPHE Contract Monitor.



	<ol style="list-style-type: none"> <li>17. The Contractor shall participate in CDPHE-led post-award meeting(s) and other meetings on an as-needed basis.</li> <li>18. The Contractor shall ensure all funding requirements, including Federal allowability parameters, are met with all expenses, including subcontractor-related expenses.</li> <li>19. The Contractor shall ensure that project invoicing is paced throughout the full term of the contract.</li> <li>20. The Contractor shall report unobligated funds balance for this project upon request from CDPHE.</li> <li>21. The Contractor shall respond to identified performance improvements and needs that may arise in activities, reporting, deliverables, and budget pacing.</li> <li>22. Equipment purchases with a cost of \$5,000 or more are not allowable under this SOW.</li> <li>23. Pre-award costs may be allowable with CDPHE prior-approval. CDPHE will provide approval of pre-award costs in writing to the Contractor within thirty (30) days of written request from the Contractor.</li> <li>24. Per the Terms and Conditions of Federal Assistance Number 93.323 and official memo from the Office of Grants Services at CDC dated January 6, 2022, retroactive billing with a start date of August 1, 2023 is allowable with prior written approval from CDPHE.</li> </ol>
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Activities will contribute to the transition of COVID-19 investigation activities into routine public health practice.</li> <li>2. The Contractor will provide high-quality public health surveillance and epidemiological investigation of COVID-19 cases, contacts, and outbreaks in line with state and federal requirements and best practices.</li> <li>3. The Contractor shall maintain satisfactory performance outlined in the SOW.</li> </ol>



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<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. CDPHE will tabulate data in CEDRS, EpiTrax, or other CDPHE-designated systems, on a regular basis, to track the Contractor’s progress toward achieving the COVID-19 investigation activities outlined in this Statement of Work.</li> <li>2. CDPHE will evaluate Contractor performance on a monthly basis at minimum.</li> </ol>	
		<p><b>Completion Date</b></p>
<p><b>Deliverables</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit the Program Plan (including Surge, Testing, and Transition Plans) via email to the CDPHE Contract Monitor.</li> </ol>	<p>No later than 45 days after the execution of the contract</p>
	<ol style="list-style-type: none"> <li>2. The Contractor shall report COVID-19 outbreaks prioritized for investigation to the respective CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.</li> </ol>	<p>Within 1 working day of identifying the outbreak or as defined in updated CDPHE guidance</p>
	<ol style="list-style-type: none"> <li>3. The Contractor shall submit final outbreak report forms to the appropriate CDPHE COVID-19 Epi Team via encrypted email, secure drive transfer, or secure database entry.</li> </ol>	<p>Within 2 weeks of the outbreak meeting closure criteria</p>
	<ol style="list-style-type: none"> <li>4. The Contractor shall submit a signed funding acknowledgement letter, using the CDPHE-provided</li> </ol>	<p>No later than 15 days after the execution of the contract</p>



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	template, via email to the CDPHE Contract Monitor.	
	5. The Contractor shall notify the CDPHE Contract Monitor via email of unobligated funds.	At any time during the contract period upon request from CDPHE.
	6. The Contractor shall respond to a monthly survey to report progress toward achieving response activities outlined in this SOW, via email from CDPHE.	No later than 45 days after each reporting month, to coincide with monthly submission of invoices

**IV. ADDITIONAL PROVISIONS - Payment Structure**

To receive compensation under the Purchase Order, the Contractor shall submit a signed Monthly Invoice Form. All contracts must use the Standard Invoice Reimbursement Form below for all reimbursement requests submitted to CDPHE. Please contact your CDPHE program representative with questions about how to use this form. [https://drive.google.com/file/d/10J4J\\_sFhQ4SQT\\_3N3mYKPo5ChYRvFu90/view?usp=sharing](https://drive.google.com/file/d/10J4J_sFhQ4SQT_3N3mYKPo5ChYRvFu90/view?usp=sharing) ; the form is incorporated and made part of this statement of work by reference.

The Invoice Form must be submitted via email to the CDPHE Communicable Disease Branch Contract Monitoring email inbox ([cdphe\\_dcphr\\_cdbcontracts@state.co.us](mailto:cdphe_dcphr_cdbcontracts@state.co.us)) no later than forty-five (45) calendar days after the end of the billing period for which services were rendered.

Expenditures shall be in accordance with the Statement of Work and Budget. Scan the completed and signed Reimbursement and Invoice form and the Expenditure Details form into an electronic document. Email all pages of the Reimbursement Invoice form and Expenditures Details form to your Contract Monitor. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.



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Unless otherwise provided for in the Purchase Order, “Local Match”, if any, shall be included on all invoices as required by the funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Purchase Order.

#### **VI. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable.

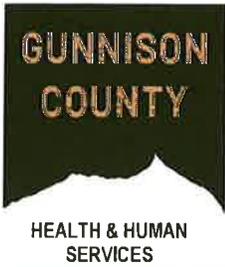
#### **VII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within (10) calendar days of discovery of a compliance issue. Within (5) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

CDPHE monitoring findings of non-performance, inadequate performance, or excessive unobligated funds without an adequate spenddown plan may result in a revision to this Statement of Work and a reduction or termination of ELC COVID funding.

#### **VIII. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.



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Jonathan Houck, Chair, Gunnison Co. Board of County Commissioners  
Contractor Name (Print) and Title

  
Contractor Signature

10-3-2023  
Date

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

**Agenda Item:** Acknowledgment of County Manager's signature; Appl

**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDPHE OPHP

**Term Begins:** 11/1/23

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison County HHS would like to apply for funding from CDPHE to build local public health capacity on behalf of the West Central Public Health Partnership

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/10/2023

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

## Project Information

Please use the following fields to describe your program, purpose, and expected impact. Please use at least 150, but not more than 500 words per response.

1. Describe your approach to regional staff, capacity building, and/or cross training.

The West Central Public Health Partnership shares services through regional staff, such as the WCPHP Coordinator, the Regional Grants Coordinator, the Regional Epidemiologist, and regional Interns. These staff are Gunnison County employees, but work for the regional LPHAs. Currently the WCPHP is completing the Public Health Improvement Plan, which includes Capacity building for the regional partnership. Goals of the Capacity Building include:

A) Attain and streamline flexible funding to cross-support projects and initiatives and proactively address emerging needs.

B) Conduct an internal public health capacity assessment, including environmental health assessment, and create a professional development plan to improve retention and capability among public health staff in the region.

C) Pilot an internal communications system to keep the members of the WCPHP up to date on on latest happenings, trainings, successes, and challenges.

D) Realign the WCPHP's agreements and commitments.

2. Describe the expected impacts you expect from the activities and outcomes of this funding.

We expect this program will improve the capacity and capabilities of local public health staff in the region, as well as improve retention.

3. How will this program be sustained after the funding period ends and/or what aspects of the program will improve the program sustainability?

The WCPHP projects are funded through a combination of county contributions and grant funding. This program would continue to be funded through this process. We hope that the CDC Infrastructure funding for LPHAs might be a funding source to continue this program.

## Partnerships

If your project is a partnership, please answer the following questions:

1) List the LPHA Partnership contact information, if different from name of person completing the RFA already listed. Please include agency name, contact name, title, email, and phone number.

2) What is the name of the partnership?

3) Which LPHAs are a part of the partnership?



**COLORADO**  
**Department of Public Health & Environment**

**REQUEST FOR APPLICATIONS COVER SHEET & SIGNATURE PAGE**

**Date:** September 8, 2023  
**Submit Sealed Applications to:** Colorado Department of Public Health & Environment  
 Office of Public Health Practice, Planning, and Local Partnerships  
 4300 Cherry Creek Drive South  
 Denver, CO 80246  
**RFA Submission Deadline:** October 11, 2023  
 11:59 p.m. (Mountain Time)  
 Applicants are responsible to ensure timely receipt. Submit electronically via Google form or email to ophp@state.co.su

**RFA Number:** 42165  
**CDPHE Contact:** Michele Shimomura

**RFA: Local Public Health Capacity Building, Cross training, and Regional**

WorkforcePer the attached specifications, terms and conditions

\*F.E.I.N.: 84-6000770

DUNS: 133115220

**Authorized Signature:**  Date: 10-11-2023  
*Original signature (in ink) acknowledges acceptance of all terms and conditions of the solicitation.*

**Typed/Printed Name:** Matthew Birnie

**Title:** County Manager

**Company Name:** Gunnison County

**Address:** County Manager

**City:** Gunnison **State:** CO **Zip:** 81230

**Phone Number:** 970-641-3244 **Fax Number:** \_\_\_\_\_

**Contact for Clarifications:** Margaret Wacker

**Title:** Community Health Manager

**Phone Number:** 970-641-7913 **Fax Number:** 970-641-3738

**Email Address:** mwacker@gunnisoncounty.org

**IMPORTANT:** The following information must be referenced in the subject line if the application may be submitted via email:

RFA Number: 42165

Applicants are urged to read the solicitation document thoroughly before submitting an application. **THIS PAGE MUST BE COMPLETED, SIGNED (in ink) AND RETURNED WITH RESPONSE**

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

**Agenda Item:** Approval for National Council on Aging (NCOA) Bene

**Action Requested:** Discussion

**Parties to the Agreement:** National Council on Aging

**Term Begins:** 01/01/2024

**Term Ends:**

**Grant Contract #:**

**Summary:**

This funding would continue to allow the Senior Resource team to enroll Medicare beneficiary in Core benefits.

**Fiscal Impact:** 25000

**Submitted by:** Elizabeth Holena

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/10/2023

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

# Benefits Enrollment ▾

Close (/sp/workflow/23-ncoa-bec)

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

- You can save this form as a draft at any time by clicking "Save Draft" at the bottom of the page.
- When you have completed all required items, please click the "Mark Complete" button at the bottom of the page.

NOTE: When you have completed all required steps, be sure to click "Submit" on the next page.

---

## Eligibility

### **What best describes your type of entity?**

Local government agency

### **Does your organization currently serve adult Medicare Beneficiaries (adults 65 and older or younger adults with disabilities)?**

Yes

### **Does your organization currently assist individuals with first time enrollment in Medicare and/or Social Security?**

Yes

## Benefits Enrollment

### **Which of the following core benefits do you have experience enrolling people in?**

Medicare Part D Extra Help (LIS), Medicare Savings Programs (MSPs), Medicaid, Supplemental Nutrition Assistance Program (SNAP), Low-Income Home Energy Assistance Program (LIHEAP)

### **Please indicate other benefits you have experience enrolling people in.**

Other Food Programs (Senior Farmer's Market/Commodity Supplemental), Childcare Subsidies, Temporary Cash Assistance, Temporary Assistance to Needy Families, Other

### **If other:**

Community Service Block Grant

### **If provided funding, which core benefits would your organization plan to enroll clients in? (You are not required to enroll clients in all five core benefits, however, individuals you reach out to and enroll must be Medicare beneficiaries.)**

Medicare Part D Extra Help (LIS), Medicare Savings Programs (MSPs), Medicaid, Supplemental Nutrition Assistance Program (SNAP), Low-Income Home Energy Assistance Program (LIHEAP)

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(<http://www.wizehive.com/>)

# Statement of Need, Approach & Diversity Equity and Inclusion ▾

Close (/sp/workflow/23-ncoa-bec)

## Statement of Need

**Describe why your community or proposed service area needs benefits enrollment support. Please use data to support this need and include 1-3 specific populations you plan to serve that would include people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequity.**

**250 words**

Residents of Gunnison and Hinsdale Counties face multiple barriers to self sufficiency and stability, particular underserved older adults. The US Census estimated 12.3% of Gunnison County (2251 people) live below the federal poverty line. Additional Data from the American Community Survey shows 8.7% of older adults age 65 and older are living in poverty. Further, data from the same source shows that 16% of the 65 and up Hispanic population live in poverty. Applying the Self-Sufficiency Standard to Gunnison County highlights the prevalence of economic and social hardships, estimating that 30-40% of the county's population live below the self-sufficiency standard of \$76,956 with a median household income of \$63,341. Housing costs and trends also continue to contribute to poverty in tandem with low wages or stagnant social security income. The 2021 County Health Ranking Report from the Bureau of Labor or Statistics indicated that 10% of Gunnison county is food insecure. The same report estimated 22% of the population identifies as having severe housing problems, as defined by overcrowding, high housing costs, lack of kitchen facilities or lack of plumbing facilities. In addition, Colorado Health Foundation's most recent Health Access Survey identified that 3.1% of the population worried about having stable housing in the next two months and 10.3 % reported eating less than they should. The need to leverage any available public benefits is critical for low income Medicare recipients to remain and thrive in our community. GCDHS will target non-English speaking populations rural older adults.

## Approach

**State your goal for the number of clients you intend to enroll and briefly describe how you came to this figure. This goal will be stated again in the template for goal, objectives, methods, and measures.**

**100 words**

The Aging Resource Office intends to enroll 100 Medicare beneficiaries in core benefit programs. This figure was established at the lower end in an effort to begin to analyze further the need especially in non-English speaking Medicare recipients. This figure was also based on qualitative and quantitative data gathered from the most recent Community Needs Assessment identifying underserved populations specific to age, gender, race and ethnicity and poverty.

**Describe how your service delivery model, experience assisting clients with completing applications, and working with public agencies will help your organization achieve its goal.**

**500 words**

The Gunnison County Aging Resource Office is embedded with public health and human services programs at GCDHHS. The Aging Resource Office hosts several highly skilled senior resource specialists, providing information, assistance and referrals to low income or otherwise underserved seniors through a variety of different programs. Staff are equipped to assist with completing applications in the office, in home and with other creative avenues. Current Senior Resource Specialists have collectively been assisting with applications and enrollment for a combined 25 years. Being an integrated health and human services agency reduces multiple barriers to successful enrollment. Specialist share office space with eligibility technicians directly responsible for processing SNAP, LIS, MSP and LEAP applications. This allows for ease of information sharing and a coordinated effort between teams for successful enrollment. Similarly, the Multi -Cultural Resource Center within GCDHHS provides a team of interpreters to assist the Senior Resource specialists with reading and completing applications.

**Provide a brief description of your geographic area and how your proposed activities, and potential partners (if applicable) would engage with one to three historically underserved populations (Black, Hispanic or Latino, Indigenous and Native American, Asian American and/or Pacific Islander, rural, LGBTQIA+, and those with disabilities)**

**500 words**

The geographic areas served by GCDHHS includes both Gunnison and Hinsdale County. Gunnison County's geographical area is composed of 3,260 square miles. It is the fifth largest county in Colorado, extending into vast areas of the Rocky Mountains and isolated rural towns such as Marble, Somerset, Ohio City, Pitkin, and Crested Butte. Hinsdale County is composed of 1,123 square miles with over 96% public land. Hinsdale County includes one remote rural community of Lake City, Colorado.

Historically underserved populations that will be targeted for benefit enrollment include low income rural and Non-English speaking older adults.

The 5 largest ethnic groups in Gunnison County are 86.5% White (Non-Hispanic), 7.83% White (Hispanic), 2.16% identify as Two +(Non-Hispanic), 1.03% identified as American Alaskan and Native American. Gunnison County is also home a large population of Cora residents, an indigenous ethnic group from the Mexican state of Nayarit. Gunnison's Cora community is believed to be the largest outside of Mexico.

To meet the needs of the community's Non-English speaking households, Gunnison County will collaborate with several partner community organizations and agencies focused on diversity, equity and inclusion. GCDHHS Multi-Cultural Resources team (MCR) provides community and health navigation to uninsured and underinsured individuals and families, providing interpretation, information, assistance, referrals and case management. In addition, the MCR team assures materials and information around basic needs is translated and interpreted and available throughout the community. The MCR team continues to increase access to services by working directly with individuals and acting as liaisons between the health providers, public programs and other community organizations. The LatinX Project, through education, enrichment and encouragement of immigrant families, strives to address barriers to integration so families can thrive. The city program provides Community resources and fosters community connections to promote inclusivity and equity.

Activities to engage partners include education on benefits and targeted outreach. The Aging Resource Office will hold monthly educational series on benefits with the MCR team, LatinX and with GVH Home Health and Palliative Care.

**How will you ensure program access to people who speak languages other than English?**

**100 words**

The Aging Resource Office will have targeted outreach efforts to non-English speaking communities and will utilize imbedded interpreters as well as a language line to assist with successful enrollment. Information on core benefit programs will be translated into Spanish and CORA if needed.

**For all organizations you plan to have a formal partnership with, please attach a letter from the partner confirming their role in this work.**

NCOA\_Letter of Support\_RicardoE.pdf 

**Is your organization committed to using the BenefitsCheckUp® as a screening tool, unless your state provides an equivalent tool?**

Yes

**Would your organization like training on BenefitsCheckup®?**

Yes

## **Diversity Equity and Inclusion**

**Provide a brief statement on your organization's approach to diversity, equity and inclusion.**

**100 words**

Issues of Inclusion, Diversity, Equity, and Accessibility in the communities served by GCDHHS have been prioritized by the most recently adopted County strategic plan. The strategic plan addresses inequitable access and opportunity for physical and mental healthcare in the valley. Diversity, Equity and Inclusion are also addressed at the broader community level under the Health Coalition of the Gunnison Valley, a forum maintained by GCDHHS as one of the primary agencies working to move the needle on inclusion.

**Please describe how your agency strives to ensure that the leadership, staff, proposed partners, board members, and volunteers reflect the make-up of the communities you propose to serve.**

**250 words**

GCDHHS continually strives to build more inclusive and diverse staff and leaders. Internally teams are trained to identify and check biases through our internal Diversity, Equity and Inclusion team. GCDHHS casts wide recruiting nets through National employment sites to attract diverse talent and which reflect the communities we serve. In addition, our organizations focuses on long term diverse partners that assist in engaging with specific communities while also influencing our own perspectives and process. Building a diverse team has been critical for the success of all our programs, for example in the past year we have hired two Spanish speaking administrative staff who are able to connect with Spanish speaking community members.

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# Demographics of Proposed Service Area ▾

Close (/sp/workflow/23-ncoa-bec)

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## Demographics of Proposed Service Area

**What is the estimated percentage of people your organization currently serves that are Medicare beneficiaries?**

Less than 10%

Please identify the estimated percentages of potential clients in your service area. (Totals could be more than 100% for those that identify as more than one.)

**Clients identifying as Black**

Less than 10%

**Clients identifying as Hispanic or Latino**

11%-25%

**Clients identifying as Indigenous and/or Native American**

Less than 10%

**Clients identifying as Asian American and/or Pacific Islander**

Less than 10%

**What percentage of your target population do you anticipate would come from a rural community?**

More than 50%

Definition of Rural Communities ([https://www.cdc.gov/nchs/data\\_access/urban\\_rural.htm](https://www.cdc.gov/nchs/data_access/urban_rural.htm))

**What percentage of your target population do you anticipate would identify as people with disabilities?**

26%-50%

**Optional**

**Please describe your experience reaching and providing services to the LGBTQIA+ community.**

**100 words**



# Objectives ▾

Close (/sp/task\_item\_has\_many\_list/23-ncoa-bec/5)

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## Project Goal, Objectives, Measures, and Methods

**State your overall goal for the number of clients you intend to enroll in the core benefits.**

**Objective:**

Enroll 30 Hispanic beneficiaries in 5 core benefits

**Objective Methods**

20 educational series provided to LatinX, Multi-cultural Center and GVH  
35 Application assists

**Total number of beneficiaries served under this objective:**

100

**Measures**

**Targets**

**Measure 1**

Number of enrollees identify as Hispanic or Latino

**Target 1**

30

**Measure 2**

Number of educational series provided

**Target 2**

20

**Measure 3**

Number of applications assists

**Target 3**

35

**Measure 4**

**Target 4**

**Measure 5**

**Target 5**

# Objectives ▾

Close (/sp/task\_item\_has\_many\_list/23-ncoa-bec/5)

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## Project Goal, Objectives, Measures, and Methods

**State your overall goal for the number of clients you intend to enroll in the core benefits.**

**Objective:**

Enroll 100 Medicare beneficiaries in one of five core benefits

**Objective Methods**

20 educational series provided to LatinX, Multi-cultural Center and GVH  
50 Application assists

**Total number of beneficiaries served under this objective:**

100

**Measures**

**Targets**

**Measure 1**

Number of enrollees identifying from rural community

**Target 1**

100

**Measure 2**

Number of application asists

**Target 2**

50

**Measure 3**

Number of educational series provided

**Target 3**

20

**Measure 4**

**Target 4**

**Measure 5**

**Target 5**

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# Management and Organizational Capacity

Close (/sp/workflow/23-ncoa-bec)

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## Management and Organizational Capacity

### **How does your organization approach holistic, person-centered benefits enrollment assistance?**

250 Words

GCDHHS recognizes that individuals and families are experts in their own lives and are equipped to make decisions that increase connectedness and support within the community. Our team of social workers also recognize that support comes from many other avenues than our agency, and are skilled to make unique connections and referrals specific to each individuals situation. Our agency allows community members to use their own expertise and strengths to guide our practice.

### **Does your organization provide follow-up services to your clients over a period of at least 3-6 months?**

Yes

### **If yes, please provide a brief explanation**

100 words

Depending on need follow up calls are made at regular intervals.

### **Please estimate the number of years of direct experience addressing benefits enrollment that your organization's direct service staff members and volunteers possess:**

More than three years

**Please estimate the number of years of direct experience addressing benefits enrollment that your organization's program managerial staff possess:**

More than three years

**Describe your organization's mission and history, and how this program aligns with the overall goals of the organization.**

**250 words**

The mission of GCDHHS is to provide culturally competent leadership, prevention, protection, and support services to individuals and families of Gunnison and Hinsdale Counties so they can prosper and thrive in a healthy and supportive community. By identifying program purposes, results, activities and services of public health and human service programs, the most recently adopted Strategic Plan of GCDHHS address key causes and conditions of poverty. The NCOA Benefit Enrollment Program aligns with the overall goals of our agency by leveraging existing resources and opportunities for underserved populations. The vision includes the NCOA BEP being used in tandem with other public benefits, community-based organizations and entities focused on family stability and social mobility. One of the long-term visions is to increase family stability and increase percentage of individuals who are surviving instead of thriving.

**Please provide a brief biography of the proposed project director (must be staff employed directly by the organization) and attach a resume.**

**100 words**

Elizabeth Holena has a Masters Degree in social work and has been implementing human service programs for 6 years. She has extensive experience writing, implementing and maintaining funding focused on the needs of the most underserved community members. Currently she supervises a team of 4 case workers who are experts in benefit enrollment, but unable to meet the demands of the community currently.

### **Project Director Resume**

Resume (2).pdf 

**Please list additional key positions you plan to utilize on this project and how you plan to employ staff and/or volunteers to meet your objectives.**

**250 words**

GCDHHS will hire a part time Senior Resource Specialist who will be trained not only in benefit enrollment but also on other available community resources that can be leveraged with benefits. The Senior Resource Specialist will be responsible for targeted outreach and collaborative efforts with partner agencies.

For the following types of information please indicate whether you collect it regularly and whether you use the data to track program performance:

**Type of Information**

**Collect Data**

**Use Data for Decision Making**

**Unknown**

**Client Demographics**

**Collect Client Demographics**

Yes

**Use Client Demographics Data for Decision Making**

Yes

**Collect Unknown Client Demographics**

**Number of Client Encounters**

**Collect Number of Client Encounters**

Yes

**Use Number of Client Encounters Data for Decision Making**

Yes

**Collect Unknown Number of Client Encounters**

**Type of Client Encounters**

**Collect Type of Client Encounters**

Yes

**Use Type of Client Encounters Data for Decision Making**

Yes

**Collect Unknown Type of Client Encounters**

**Benefits Screening Conducted**

**Collect Benefits Screening Conducted**

Yes

**Use Benefits Screening Conducted Data for Decision Making**

Yes

**Collect Unknown Benefits Screening Conducted**

**Number of benefits Applications Completed**

**Collect Number of benefits Applications Completed**

Yes

**Use Number of benefits Applications Completed Data for Decision Making**

Yes

**Collect Unknown Number of benefits Applications Completed**

**Supporting Clients with Renewals**

**Collect Supporting Clients with Renewals**

Yes

## Use Supporting Clients with Renewals Data for Decision Making

Yes

## Collect Unknown Supporting Clients with Renewals

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# Budget and Financials ▾

Close (/sp/workflow/23-ncoa-bec)

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## Budget and Financials

Provide detailed budget information below, with a separate page(s) for narrative justification. For those requesting more than \$75,000 your budget should include \$2,500 for the Project Director to attend NCOA's Age+Action conference in either 2024 or 2025.

**Organization Name**

Gunnison County Department of Health and Human Services

**Project Director**

Elizabeth Holena

**Fiscal Director**

Jody Wise

**Fiscal Director Phone Number**

9706417679

Grant Period: January 1, 2024 through August 31, 2025

**Date Submitted**

10/03/2023

**Categories**

Budget

**PERSONNEL**

-

Direct Labor

**Direct Labor Budget**

\$19,032.00

Fringe Benefits

**Fringe Benefits Budget**

\$0.00

**PERSONNEL TOTAL**

**PERSONNEL TOTAL**

\$19,032.00

**OTHER DIRECT COSTS**

-

Travel

**Travel Budget**

\$1,000.00

Printing

**Printing Budget**

\$968.00

Supplies

**Supplies Budget**

\$1,000.00

Telephone

**Telephone Budget**

\$500.00

Postage

**Postage Budget**

\$500.00

Advertising

**Advertising Budget**

\$1,000.00

Equipment

**Equipment Budget**

\$1,000.00

Consultants/Subcontractors

**Consultants/Subcontractors Budget**

\$0.00

Other

**Other Budget**

\$0.00

**OTHER DIRECT COSTS TOTAL**

**Other Direct Costs Total**

\$5,968.00

**INDIRECT COSTS**

**Indirect Costs**

\$0.00

**GRANT TOTAL**

**Grant Total**

\$25,000.00

**Please Upload your Organization's 990**

W9.pdf 

**Please Upload your Organizations W9**

W9.pdf 

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# Capacity Building and Technical Assistance ▾

Close (/sp/workflow/23-ncoa-bec)

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## Capacity Building and Technical Assistance

NCOA is committed to building the capacity of organizations in our network. Please check the boxes that reflect your interest in receiving assistance on the following topics:

### **Outreach and marketing**

Extremely Interested

### **Person-centered data collection**

Extremely Interested

### **Person-centered benefits counseling**

Extremely Interested

### **Connecting with target populations**

Extremely Interested

### **Lessons learned from other grantees**

Extremely Interested

**Medicare rules and regulations**

My organization is an expert in this

**Medicaid rules and regulations**

My organization is an expert in this

**Diversity, equity, and inclusion**

Extremely Interested

**Using data for decision making**

Extremely Interested

**Staff retention**

My organization is an expert in this

**Funding opportunities**

Extremely Interested

**Effective volunteer management**

Somewhat Interested

**Of the topics listed, which three are your top priority?**

Outreach and marketing, Connecting with target populations, Diversity, equity, and inclusion, Funding opportunities

**Are you interested in receiving information from NCOA's Center for Benefits and being added to NCOA's Listserv?**

Yes

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

**Agenda Item:** Approval for Colorado Department of Public Health

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

**Parties to the Agreement:** CDPHE and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is the annual agreement with CDPHE for indirect costs allowable on 2024 CDPHE grants. The rate is established based upon calculations made in the Gunnison County Federal 2 CFR 200 Cost Allocation Plan prepared by MGT Consulting based upon 2022 Actual Expenditures. The rate

**Fiscal Impact:**

**Submitted by:** Perry Solheim

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL PUBLIC HEALTH AGENCY  
INDIRECT COST NEGOTIATION AGREEMENT

Local Public Health Agency

DATE: October 3, 2023

Gunnison County Public Health  
& Family Planning  
200 East Virginia  
Gunnison, CO 81230

FILING REF: This replaces the  
Negotiation Agreement for the  
1-1-23 to 12-31-23 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by Gunnison County Public Health & Family Planning and the Colorado Department of Public Health and Environment.

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SECTION I: RATES  
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Type	Effective Period FROM TO	Rate*	Location	Applicable To
Fixed	1/1/24 12/31/24	15%	All	Contracts with CDPHE

\*Base: **Modified Total Direct Costs** - excludes equipment, capital expenditures, charges for patient care, rental costs, participant support costs and the portion of each subaward in excess of \$25,000.

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from the use of the rate(s) in this agreement require the prior approval of the authorized representative of the Colorado Department of Public Health and Environment. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL PUBLIC HEALTH AGENCIES: Copies of this document may be provided to other local public health agencies if requested by them.

F. SPECIAL REMARKS: Colorado Department of Public Health and Environment programs currently reimbursing indirect costs to this Local Public Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Public Health Agency

Colorado Department of Public  
Health and Environment

Melissa Canaday

Name

Internal Audit Manager

Title

October 3, 2023

Date

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

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**Agenda Item:** Approval for a 2023 City Grant Application; Gunnis

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**Action Requested:** Other Consent to Submit City Grant Application

**Parties to the Agreement:** City of Gunnison

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Gunnison Hinsdale ECC and Multicultural Resource Services are requesting approval to submit the 2023 City Grant application.

**Fiscal Impact:**

**Submitted by:** Lana Athey

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/10/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

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## Organization Name

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

## Contact

Lana Athey – Early Childhood Services Supervisor, [lathey@gunnisoncounty.org](mailto:lathey@gunnisoncounty.org)

## Mailing Address

220 N. Pine Street, Gunnison, CO 81230

## Provide a brief description of the program or service:

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

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

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

Early childhood workforce turnover over the last few years has strained the early childhood education system in our community, especially infant/toddler care. Even with the additional slots added by Wonderland Nature School, accessing infant and toddler care is still difficult for many families. The COVID19 pandemic exacerbated these issues making it increasingly harder for our local childcare centers and licensed family childcare home providers to maintain operations. Child care providers have been pushed towards operating at reduced hours or close certain classrooms due to staffing issues. The stimulus funding for early childhood programs that rolled out later in 2021 provided some relief to licensed providers and the families that they serve allowing for some stabilization and reduction in tuition for many families. However, the monthly payments for the child care stabilization grants have now ended and providers are once again unsupported by State and Federal subsidies.

For the last few years the Council has been surveying the early childhood workforce and over this time period we have been able to see some positive results around recruitment and retention and feelings of appreciation within our local early childhood workforce. One noticeable increase was in the percent of early childhood teachers that have remained in the field for 3 to 8 years with 26.4% (2022) of early childhood teachers remaining in the field for that period of time compared to 21.3% in 2021. Also in 2022 89.5% of teachers either agreed or strongly agreed that they felt respected and appreciated as an early childhood teacher by their community at large compared to 80.4% of teachers expressing this in 2021. The Council believes that our efforts to better support the early childhood workforce have directly impacted these increases. Although the programs that we have establish do not place a ton of funds back into the hands of teachers they do go miles to show that the community appreciates the work that they do on a daily basis.

Over the last 3 years the Council has been able to acquire funding to support the EC credential stipend program for early childhood teachers. The GHECC was awarded the Early Milestones Colorado Workforce Innovation grant in 2021 and the CIRCLE grant in 2022. Each of the grants has supported the GHECC in scaling up the EC Educator Stipend Program, however these funding sources have since dissolved and the Council is actively looking for funding to continue this and our other workforce programs. The City of Gunnison and Town of Crested Butte have also helped to support this program for the last few years.

The GHECC is requesting this funding from the City of Gunnison so we can continue to build local supports for our early childhood workforce and families in our community and strengthen our local early childhood system. Ultimately, this will create a stronger and more resilient community.

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

- offer the EC credential stipend to our local early childhood workforce, which we strongly believe reduces turnover and increases childcare availability.
- raise awareness around the issues facing early childhood care and education programs in our valley
- improve collaboration among organizations that have the potential to remedy this situation and develop solutions that can meet the needs of our community.
- Increase the voice of Spanish-speaking community members in creating solutions for childcare needs, and providing training opportunities for Family, Friend and Neighbor caregivers
- Coordinating and partnering with the City of Gunnison on Spanish Outreach services to better provide inclusive events and services

## Funding Impact\*

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

Should the funding for this service not be approved, the GHECC and MRS would continue to work on the tasks outlined in the program description. However, with limited funding for the EC credential stipend program the Council would not be able to provide stipends to early childhood teachers.

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

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

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

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

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

Quality early childhood care and education plays a vital role in the health and well-being of children, families, and the community. The efforts outlined in this proposal will strengthen our local early childhood system. Licensed providers continue to operate on razor thin margins, we continue to see high rates of early childhood workforce turnover, and families continue to

struggle to afford tuition. Continued support from the City of Gunnison would help to ensure that the early childhood workforce feels appreciated and supported. Local families will be able to remain employed and have the opportunity to access quality care for their children. Efforts to better support the early childhood system and increase access to quality early childhood care and education is a protective factor that buffers against the toxic stress and supports the healthy development of young children.

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

### **Objective #1**

- Continue the GHECC and MRS work to raise community awareness around the issues facing early childhood education in the following ways:
  - Community presentations on the current early childhood landscape
- Continue surveying the Early Childhood Workforce and Parents in the Community regarding their needs for early childhood care and education.
- Increase Latinx community's awareness around resources available.

### **Objective #1 Measurement**

- At least 2 community presentations on the current early childhood landscape will be completed during the grant period
- A parent survey will be released in October 2024
- Another EC workforce Survey will be released October 2024
- MRS will continue to do outreach to the Latinx community to connect them to valuable resources.

### **Objective #2**

Increase access to quality early childhood care and education.

- The GHECC and MRS staff will continue organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.
- The GHECC and MRS staff will plan the 2024 Nurturing the Young Child Conference, which will provide 5 hours of continuing education. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.

- The GHECC staff will continue to work closely with Western Colorado University to develop an Early Childhood Education Certificate Program.

### **Objective #2 Measurement**

At least 3 FFN and/or pre-licensing trainings will be offered throughout the year.

The Nurturing the Young Child Conference will be offered in April 2024, with Spanish interpretation services offered and/or sessions presented in Spanish.

The GHECC staff will continue to meet with Western Colorado University to develop and promote an ECE certificate program that will offer 4 courses in early childhood education.

### **Objective #3**

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

- GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system.
  - Stipends will be rewarded as follows:
    - Credential Level 1 \$100 Stipend (1<sup>st</sup> yr. applicants) \$200 (2<sup>nd</sup> or 3<sup>rd</sup> yr. applicants)
    - Credential Level 2 \$200 Stipend (1<sup>st</sup> yr. applicants) \$400 (2<sup>nd</sup> or 3<sup>rd</sup> yr. applicants)
    - Credential Level 3 \$300 Stipend (1<sup>st</sup> yr. applicants) \$600 (2<sup>nd</sup> or 3<sup>rd</sup> yr. applicants)
    - Credential Level 4-6 \$400 Stipend (1<sup>st</sup> yr. applicants) \$800 (2<sup>nd</sup> or 3<sup>rd</sup> yr. applicants)

### **Objective #3 Measurement**

- At least 50 early childhood teachers will apply for and receive an EC credential stipend

	Budget	
Multicultural Resource Services Staff	\$1,000	Staff time for translation, interpretation, and outreach activities, including events.
Early Childhood Council Staff	\$1,000	Staff time for recruitment and retention of licensed childcare providers, including providing trainings.
Stipends for EC Educators – EC Credential	\$12,000	Stipends given to EC Educators as they increase their EC Credential in Colorado Shines Professional Development System
Total Requested	\$14,000	

City of Gunnison Multicultural Resource Services and Early Childhood Council Grant Budget  
2024

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

---

**Agenda Item:** Approval for a Preventive Block Grant Statement of

---

**Action Requested:** County Manager Signature

**Parties to the Agreement:** CDPHE

**Term Begins:** Upon signature

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS would like to renew Purchase Order with CDPHE for FY24 for \$45,000 on behalf of the West Central Public Health Partnership to complete Regional Public Health Improvement Plan.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/5/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

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## STATEMENT OF WORK

**I. Entity Name:** Gunnison County Department of Health and Human Services

**II. Project Description:** This project serves to support Local Public Health Agency (LPHA) assessment, planning, capacity assessment, and public health improvement (CHAPS) efforts for partnerships, districts, and single LPHAs during the current Preventive Health and Health Services Block Grant cycle that ends on September 30, 2024. By using the updated Colorado Core Public Health Capabilities and Services framework that modernizes government public health, LPHAs will be able to better meet a growing population and address complex public health needs in their assessments, planning, capacity assessments, and public health improvement (CHAPS) efforts. This health project will implement a work plan to progress assessment, planning, capacity assessment, and public health improvement (CHAPS) efforts for Gunnison County Department of Health and Human Services on behalf of the West Central Public Health Partnership which includes: **Delta County Health Department, Gunnison County Department of Health and Human Services, Montrose County Department of Health and Human Services, Ouray County Public Health Agency, San Miguel County Department of Health and Environment, and Silver Thread Public Health District.**

The Preventive Block Grant (PBG) is a federal grant that is distributed and managed by the Office of Public Health Practice, Planning, and Local Partnerships (OPHP) at the Colorado Department of Public Health and Environment (CDPHE) and is therefore, subject to federal funding guidelines, rules, and regulations. The PBG operates on a federal funding cycle that runs from October 1 to September 30.

**III. Definitions:**

1. CDPHE: Colorado Department of Public Health and Environment
2. CHAPS: Colorado Health Assessment and Planning System
3. LPHA: local public health agency
4. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
5. PBG: Preventive Health Block Grant
6. PHIP: Public Health Improvement Plan

**IV. Work Plan:**

<b>Goal #1:</b> To deliver core public health services to the citizens of Colorado.	
<b>Objective #1:</b> No later than the expiration date of this contract, contribute to Colorado’s public health system by increasing the LPHA partnerships, districts, or single agency’s knowledge through assessing, planning, or implementing public health improvement (CHAPS) efforts.	
<b>Primary Activity #1</b>	The Contractor shall create a work plan.
<b>Sub-Activities #1</b>	1. The Contractor shall incorporate input from partnership or district members in the work plan.
<b>Primary Activity #2</b>	The Contractor shall implement the work plan.

<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. If the Contractor is a part of a partnership or district, the Contractor shall coordinate activities with the partnership or district members to implement the work plan.</li> <li>2. The Contractor shall monitor the work plan once implemented.</li> <li>3. The Contractor shall create work plan updates.</li> </ol>
<b>Primary Activity #3</b>	The Contractor shall monitor the PBG award spending.
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall monitor the spend down of the PBG award.</li> <li>2. The Contractor shall update PBG award budgets to show the spend down progress.</li> </ol>
<b>Primary Activity #4</b>	The Contractor shall create reports.
<b>Sub-Activities #4</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall create a mid-year progress report.</li> <li>2. The Contractor shall create a final report.</li> </ol>
<b>Primary Activity #5</b>	The Contractor shall attend meetings.
<b>Sub-Activities #5</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend the post-award meeting with OPHP.</li> <li>2. The Contractor shall attend one (1) of the progress meetings with OPHP that are in addition to the post-award meeting.</li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available at the following website: <a href="https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing">https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing</a>.</li> <li>3. The Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020 is incorporated and made a part of this contract by reference and is available at the following website: <a href="https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101">https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101</a>.</li> <li>4. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. The Colorado Public Health Act is incorporated and made a part of this contract by reference and is available at the following website found at Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) <a href="https://advance.lexis.com/container/?pdmfid=1000516&amp;crd=ce3c1f07-423b-4cb6-b85d-e044d3df3322&amp;func=LN.Advance.ContentView.getFullToc&amp;nodeid=AAZAABAA BAAF&amp;typeofentry=Breadcrumb&amp;config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTkyMS04YmJhNjBINWUwYzYKAfBvZENhdGFsb2e4CaPI4cak6laXLCWyLBO9&amp;action=publictoc&amp;pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&amp;pdtocfullpath=%2fshared%2ftableofcontents%2furn%3acontentItem%3a8001-T0H0-Y905-54R2-00008-00&amp;ecomp=bgqfkkk&amp;prid=bfdefa9a-646d-4963-ae3f-57da52203d6e">https://advance.lexis.com/container/?pdmfid=1000516&amp;crd=ce3c1f07-423b-4cb6-b85d-e044d3df3322&amp;func=LN.Advance.ContentView.getFullToc&amp;nodeid=AAZAABAA BAAF&amp;typeofentry=Breadcrumb&amp;config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTkyMS04YmJhNjBINWUwYzYKAfBvZENhdGFsb2e4CaPI4cak6laXLCWyLBO9&amp;action=publictoc&amp;pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&amp;pdtocfullpath=%2fshared%2ftableofcontents%2furn%3acontentItem%3a8001-T0H0-Y905-54R2-00008-00&amp;ecomp=bgqfkkk&amp;prid=bfdefa9a-646d-4963-ae3f-57da52203d6e</a></li> </ol>

5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for assessment and planning related activities. This document is incorporated and made a part of this contract by reference and is available at the following website:  
<https://www.colorado.gov/pacific/cdphe-lpha/chaps>
6. OPHP will provide the work plan template no later than fifteen (15) days after contract execution.
7. The Contractor shall submit a work plan that shall include the following:
  - a. Project goals
  - b. Project objectives
  - c. Project activities
  - d. Colorado Core Public Health Capability or Service related to the goal
  - e. Performance measures
  - f. Outcomes
8. The Contractor shall attend the post-award meeting by phone or video call between the Contractor and OPHP that will take place no later than thirty (30) days after contract execution.
9. OPHP will schedule the post-award meeting with the Contractor with a minimum of 7 calendar days of notice prior to the meeting.
10. The Contractor shall submit the formal project work plan to OPHP using the provided template no later than thirty (30) days after contract execution.
11. The Contractor shall submit the formal project budget to OPHP using the provided template no later than thirty (30) days after contract execution.
12. The Contractor shall submit updated work plans by the following dates: April 26 with the mid-point report, July 12, and August 30 with the final report.
13. The Contractor shall submit updated budgets by the following dates: April 26 with the mid-point report, July 12, and August 30 with the final report.
14. The Contractor shall attend one (1) of the progress meetings by phone or video call with OPHP in addition to the post-award meeting. Meeting dates: January, April, and July.
15. OPHP will provide the mid-year progress report template no later than sixty (60) days after contract execution.
16. OPHP will provide the final report template no later than sixty (60) days before the end of the contract.
17. The mid-year progress and final reports shall include input from all partnership member agencies or district members, as applicable.
18. The Contractor shall maintain current documentation of how funding is spent.
19. OPHP may audit the Contractor at any time.

	<p>20. The Contractor shall provide documentation within five (5) business days of OPHP’s audit request.</p> <p>21. The Contractor shall notify OPHP at least forty-five (45) days prior to the event occurrence if:</p> <ul style="list-style-type: none"> <li>a. The project will go over budget, or</li> <li>b. The awarded funds will not be spent before the end of the grant cycle on September 30</li> </ul> <p>22. The Contractor shall request funding reallocations that exceed 10% of the total award prior to reallocating funds. OPHP will approve or deny the request within 10 business days.</p> <p>23. OPHP will provide technical assistance to the Contractor within five (5) business days of receipt of a question.</p>								
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Increased knowledge related to the coordination and implementation of local public health agency assessment, planning, and public health improvement (CHAPS) efforts.</li> <li>2. Increased knowledge related to alignment between local public health agency partnerships, districts, or single agency projects with the Colorado Foundational Public Health Capabilities and Services framework.</li> <li>3. More efficient and effective delivery of core public health services that may not occur without the work of the Gunnison County Department of Health and Human Services on behalf of the West Central Public Health Partnership.</li> </ol>								
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. 90% completion of work plan activities.</li> <li>2. 90% of performance measures were met in the work plan.</li> <li>3. 90% of work plan activities that align with a Colorado Core Public Health Capability or Service.</li> </ol>								
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="1115 1169 1552 1171"></th> <th data-bbox="1115 1169 1552 1171"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="1115 1171 1112 1333"> <ol style="list-style-type: none"> <li>1. The Contractor shall submit the following via email to the OPHP Contract Administrator: <ul style="list-style-type: none"> <li>a. final work plan</li> <li>b. final budget</li> </ul> </li> </ol> </td> <td data-bbox="1115 1171 1552 1333">No later than thirty (30) days after the contract execution</td> </tr> <tr> <td data-bbox="1115 1333 1112 1732"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit the mid-year progress update via email to the OPHP Contract Administrator. <ul style="list-style-type: none"> <li>a. updated work plan</li> <li>b. updated budget</li> <li>c. pertinent project deliverables related to the assessment and planning process such as planning and assessment meeting minutes, planning and assessment meeting attendee sign-in sheets, and assessment data</li> </ul> </li> </ol> </td> <td data-bbox="1115 1333 1552 1732">No later than April 26</td> </tr> <tr> <td data-bbox="1115 1732 1112 1869"> <ol style="list-style-type: none"> <li>3. The Contractor shall submit the following via email to the OPHP Senior Public Health Systems &amp; Liaison Professional: <ul style="list-style-type: none"> <li>a. updated budget</li> </ul> </li> </ol> </td> <td data-bbox="1115 1732 1552 1869">No later than July 12</td> </tr> </tbody> </table>		<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit the following via email to the OPHP Contract Administrator: <ul style="list-style-type: none"> <li>a. final work plan</li> <li>b. final budget</li> </ul> </li> </ol>	No later than thirty (30) days after the contract execution	<ol style="list-style-type: none"> <li>2. The Contractor shall submit the mid-year progress update via email to the OPHP Contract Administrator. <ul style="list-style-type: none"> <li>a. updated work plan</li> <li>b. updated budget</li> <li>c. pertinent project deliverables related to the assessment and planning process such as planning and assessment meeting minutes, planning and assessment meeting attendee sign-in sheets, and assessment data</li> </ul> </li> </ol>	No later than April 26	<ol style="list-style-type: none"> <li>3. The Contractor shall submit the following via email to the OPHP Senior Public Health Systems &amp; Liaison Professional: <ul style="list-style-type: none"> <li>a. updated budget</li> </ul> </li> </ol>	No later than July 12
	<b>Completion Date</b>								
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<ol style="list-style-type: none"> <li>3. The Contractor shall submit the following via email to the OPHP Senior Public Health Systems &amp; Liaison Professional: <ul style="list-style-type: none"> <li>a. updated budget</li> </ul> </li> </ol>	No later than July 12								

	<p>4. The Contractor shall submit the final report via email to the OPHP Contract Administrator.</p> <ul style="list-style-type: none"> <li>a. updated work plan</li> <li>b. updated budget</li> <li>c. pertinent project deliverables related to the assessment and planning process such as planning and assessment meeting minutes, planning and assessment meeting attendee sign-in sheets, and assessment data</li> </ul>	<p>No later than August 30</p>
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**V. Additional Provisions:**

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order.** Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. Payment of half (1/2) of the total amount will be distributed in the first and second halves of the Purchase Order Term.

**VI. Monitoring:**

CDPHE’s monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Senior Public Health Systems & Liaison Professional of the Office of Public Health Practice, Planning, and Local Partnerships. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable

**VII. Resolution of Non-Compliance:**

The Contractor will be notified in writing within ten (10) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Senior Public Health Systems & Liaison Professional of the Office of Public Health Practice, Planning, and Local Partnerships and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

**VIII. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

\_\_\_\_\_  
Contractor Name (Print) and Title

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

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

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**Agenda Item:** Approval for Colorado Department of Public Health

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

**Parties to the Agreement:** State of Colorado for the use & benefit of the Department of Public Health and Environment

**Term Begins:** 11/01/2023

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Parties now desire to make a no cost change for the following reason: update the Statement of Work, Budget and Federal Provisions- please see more detail under 5. Modifications

**Fiscal Impact:**

**Submitted by:** Blair Burgess

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 10/12/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/12/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/12/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/13/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/17/2023

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## TASK ORDER

<p><b>State Agency</b> State of Colorado for the use &amp; benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p><b>Contractor</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>
<p><b>Master Task Order Contract Number</b> 23 FAA 00023</p> <p><b>Task Order Number</b> 2024*0701</p>	<p><b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or July 1, 2023</b></p>
<p><b>Task Order Maximum Amount</b></p> <p><b>Initial Term</b></p> <p style="padding-left: 40px;">State Fiscal Year 2024                      \$246,450.00</p> <p>Total for All State Fiscal Years                      \$246,450.00</p>	<p><b>Task Order Expiration Date</b> <b>November 30, 2027</b></p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Fixed Price <b>Contractor Shall Invoice:</b> Once <b>Funding Source:</b> <b>Federal</b>                      \$246,450.00</p>	<p><b>Miscellaneous:</b> Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Not Applicable</p> <p><b>Procurement Method:</b> Exempt <b>Solicitation Number (if any): Not Applicable</b></p>
<p><b>State Representative</b> Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us</p>	<p><b>Contractor Representative</b> Joni Reynolds Public Health Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>
<p><b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Additional Provisions</li> <li>Exhibit B Statement of Work</li> <li>Exhibit C Budget</li> <li>Exhibit D Federal Provisions</li> </ul>	
<p><b>Contract Purpose</b> To advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.</p>	

**CONTRACT AMENDMENT #1****SIGNATURE AND COVER PAGE(S)**

<b>State Agency:</b> Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2024*0701
<b>Contractor:</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333	<b>Amendment Contract Number:</b> 2024*0701 Amendment #1
<b>Contract Performance Beginning Date:</b> 7/1/2023	<b>Current Contract Expiration Date:</b> 11/30/2027
<b>CONTRACT MAXIMUM AMOUNT TABLE</b>	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0701	\$246,450.00	\$0.00	\$0.00	7/1/2023- 11/30/2027	\$246,450.00
Amendment #1	2024*0701 Amendment #1	\$0.00	\$0.00	\$0.00	11/1/2023- 11/30/2027	\$0.00
<b>Current Contract Maximum Cumulative Amount</b>						\$246,450.00

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b></p> <p align="center"><b>Board of County Commissioners of Gunnison County</b> <b>(a political subdivision of the state of Colorado)</b> <b>for the use and benefit of the</b> <b>Gunnison County Department of Health and Human Services</b></p> <hr/> <p align="center">By: Signature</p> <p>Matthew Birnie</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>Joni Reynolds</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center"><b>Jared S. Polis, Governor</b></p> <p align="center">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

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

\_\_\_\_\_

By: Signature

\_\_\_\_\_

Name of State Controller Delegate

\_\_\_\_\_

Title of State Controller Delegate

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

-- Signature and Cover Pages End --

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **November 1, 2023**, whichever is later, and shall terminate on the termination of the Task Order Contract or **November 30, 2027**, whichever is earlier.

**4. PURPOSE**

The Parties entered into the agreement to **advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.**

The Parties now desire to **make a no cost change** for the following reason: **update the Statement of Work, Budget and Federal Provisions.**

**5. MODIFICATIONS**

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify **Exhibit B - Statement of Work** of the agreement. **Exhibit B - Statement of Work** is deleted and replaced in its entirety with **Exhibit**

**B - Statement of Work**, attached to this Amendment for the following reason: highlighted updated deliverable due dates.

- D. The Parties now agree to modify **Exhibit C - Budget** of the agreement. **Exhibit C - Budget** is deleted and replaced in its entirety with **Exhibit C - Budget**, attached to this Amendment for the following reason: highlighted updates to budget language.
- E. The Parties now agree to modify **Exhibit D- Federal Provisions**. **Exhibit D -Federal Provisions**, is deleted and replaced in its entirety with **Exhibit D - Federal Provisions**, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

## 6. **LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Amendment Contract Number: 2024\*0701 Amendment #1

**EXHIBIT B****STATEMENT OF WORK**

To Original Contract Number 2024\*0701 Amendment #1

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**1. Project Description:**

This project serves to advance Colorado’s public health and environmental workforce capacity through public health transformation. Public health transformation will grow, sustain, and diversify the public health workforce by strengthening the public health workforce’s capacity for planning, development, management, forecasting, and quality improvement efforts. The Colorado Department of Public Health & Environment (CDPHE) will use the Centers for Disease Control and Prevention (CDC) grant funds to strengthen partnerships and build resilience among Colorado’s public health workforce in 53 local public health agencies (LPHAs). The LPHAs shall use the funds to grow and sustain the workforce capacity. With a thriving workforce, local public health agencies will be enabled to support local communities in a larger way. The CDPHE’s Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

**2. Definitions:**

1. Infrastructure: The CDC grant titled, “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems.”

**3. Work Plan:**

<b>Goal #1:</b> Advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.	
<b>Objective #1:</b> No later than the expiration of the contract, support the Colorado public health workforce.	
<b>Primary Activity #1</b>	1. The Contractor shall create a final project budget.
<b>Sub Activity #1</b>	1. The Contractor shall track the spend down of the award. 2. The Contractor shall update Infrastructure award budgets to show the spend down progress.
<b>Primary Activity #2</b>	1. The Contractor shall complete a standard progress report every 3 months.
<b>Primary Activity #3</b>	1. The Contractor shall create a five year workplan utilizing workforce activities in the CDC sample activities document: <a href="https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf">https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf</a>
<b>Primary Activity #4</b>	1. The Contractor shall attend the following meetings with CDPHE: a) a Post-award meeting and b) annual program check in meetings.
<b>Primary Activity #5</b>	1. The Contractor shall create a final report.

<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term.</li> <li>2. CDPHE will schedule the annual check in meetings with the Contractor within 45 days of contract execution.</li> <li>3. The Contractor shall comply with all funding requirements.</li> <li>4. <b>The Contractor shall communicate any projected budget changes that result in a new budget line item or are over 25% of the total budget to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes.</b></li> <li>5. The Contractor shall use the CDPHE budget template for the final project budget.</li> <li>6. The Contractor shall use the CDPHE 3 month Progress Report and Final Progress Report Templates.</li> <li>7. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, the following templates:             <ol style="list-style-type: none"> <li>a) a CDPHE Budget Template,</li> <li>b) a 3 month Progress Report Template, and</li> <li>c) a Final Report Template.</li> </ol> </li> <li>8. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.</li> <li>9. Contractor shall submit technical assistance questions to CDPHE to receive technical assistance from the Component B national grantees.</li> <li>10. CDPHE will create a technical assistance intake form.</li> <li>11. CDPHE will provide the required workplan template to the Contractor within thirty (30) days from contract execution.</li> <li>12. The Contractor shall upload the required workplan and budget via the link supplied by CDPHE.</li> <li>13. The Contractor shall complete a final report within sixty (60) days of all funds being spent, and no later than November 30, 2027.</li> </ol>							
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Increase the public health workforce.</li> <li>2. Retention of the public health workforce.</li> </ol>							
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Number of:             <ol style="list-style-type: none"> <li>a. Full Time Equivalents (FTE) hired, and/or</li> <li>b. Full Time Equivalents (FTE) trained, and/or</li> <li>c. Full Time Equivalents (FTE) receiving retention efforts, and/or</li> <li>d. Interns hired.</li> </ol> </li> </ol>							
<p><b>Deliverables</b></p>	<table border="1"> <thead> <tr> <th data-bbox="1258 1367 1560 1402" style="text-align: center;"><b>Completion Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="1258 1402 1560 1524"> <ol style="list-style-type: none"> <li>1. The Contractor shall submit the final project budget electronically to OPHP</li> </ol> </td> <td data-bbox="1258 1402 1560 1524" style="text-align: center;"> <b>No later than 100 days after Contract Performance Beginning Date.</b> </td> </tr> <tr> <td data-bbox="1258 1524 1560 1656"> <ol style="list-style-type: none"> <li>2. The Contractor shall submit the workplan electronically to OPHP.</li> </ol> </td> <td data-bbox="1258 1524 1560 1656" style="text-align: center;"> <b>No later than 100 days after Contract Performance Beginning Date.</b> </td> </tr> <tr> <td data-bbox="1258 1656 1560 1808"> <ol style="list-style-type: none"> <li>3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down.</li> </ol> </td> <td data-bbox="1258 1656 1560 1808" style="text-align: center;">                     Due every February 1st, May 1st, August 1st, and November 1st until final progress report.                 </td> </tr> </tbody> </table>	<b>Completion Date</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit the final project budget electronically to OPHP</li> </ol>	<b>No later than 100 days after Contract Performance Beginning Date.</b>	<ol style="list-style-type: none"> <li>2. The Contractor shall submit the workplan electronically to OPHP.</li> </ol>	<b>No later than 100 days after Contract Performance Beginning Date.</b>	<ol style="list-style-type: none"> <li>3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down.</li> </ol>	Due every February 1st, May 1st, August 1st, and November 1st until final progress report.
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<ol style="list-style-type: none"> <li>3. The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down.</li> </ol>	Due every February 1st, May 1st, August 1st, and November 1st until final progress report.							

	4. The Contractor shall submit a Final Progress Report electronically to OPHP.	No later than 60 days after all funds were spent, and no later than Nov. 30, 2027
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**4. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**5. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **(7)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**BUDGET**



**I. ENTITY NAME: GUNNISON COUNTY DEPT OF HEALTH AND HUMAN SERVICES**

**II. BUDGET:**

<b>CONTRACT MAXIMUM CANNOT EXCEED</b>	<b>TOTAL</b>
<b>TOTAL</b>	<b>\$246,450.00</b>

**Exhibit D****Federal Provisions - Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation**

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

**1) Federal Award Identification.**

- a. Subrecipient: Gunnison County Dept of Health and Human Services.
- b. Subrecipient Unique Entity Identification Number:
  - SAM Unique Entity ID (UEI): **NSN9FAGKEDJ9**
- c. The Federal Award Identification Number (FAIN) is **NE11OE000089**.
- d. The Federal award date is **November 29, 2022**.
- e. The subaward period of performance start date is **December 1, 2022** and end date is **November 30, 2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
<b>12/01/2022 - 11/30/2023</b>	<b>\$34,783,995.00</b>	<b>\$34,783,995.00</b>

- g. Federal award title of project or program: **Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation.**
- h. The name of the Federal awarding agency is: **Centers for Disease Control and Prevention** and the contact information for the awarding official is **Ms. Tia Yancey, Program Officer, Center for Surveillance, Epidemiology and Laboratory Services (CSELS), tby4@cdc.gov**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.967** and the grant name is **CDC Collaboration with Academia to Strengthen Public Health.**
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
  - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);

- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
  - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
  - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
  - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
  - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to

- applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
  - 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
  - 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
  - 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.
  - 18) **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).** Consistent with 45 CFR 75.112, applicants must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Dawn Amaker, Grants Management Specialist  
 Centers for Disease Control and Prevention  
 Branch 3  
 2939 Brandywine Rd, Cube 2222, MSTV-2  
 Atlanta, GA 30341  
 Email: [qtr5@cdc.gov](mailto:qtr5@cdc.gov) (include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
 Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

## TASK ORDER

<p><b>State Agency</b> State of Colorado for the use &amp; benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246</p>	<p><b>Contractor</b> Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333</p>								
<p><b>Master Task Order Contract Number</b> 23 FAA 00023</p> <p><b>Task Order Number</b> 2024*0701</p>	<p><b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or July 1, 2023</b></p>								
<p><b>Task Order Maximum Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>Initial Term</b></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">State Fiscal Year 2024</td> <td style="text-align: right;">\$246,450.00</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Total for All State Fiscal Years</td> <td style="text-align: right;">\$246,450.00</td> </tr> </table>	<b>Initial Term</b>		State Fiscal Year 2024	\$246,450.00			Total for All State Fiscal Years	\$246,450.00	<p><b>Task Order Expiration Date</b> <b>November 30, 2027</b></p> <p>Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.</p>
<b>Initial Term</b>									
State Fiscal Year 2024	\$246,450.00								
Total for All State Fiscal Years	\$246,450.00								
<p><b>Pricing/Funding</b> Price Structure: Fixed Price <b>Contractor Shall Invoice:</b> Once <b>Funding Source:</b> <b>Federal</b>           \$246,450.00</p>	<p><b>Miscellaneous:</b> Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Not Applicable</p> <p><b>Procurement Method:</b> Exempt <b>Solicitation Number (if any): Not Applicable</b></p>								
<p><b>State Representative</b> Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us</p>	<p><b>Contractor Representative</b> Joni Reynolds Public Health Director Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org</p>								
<p><b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract:</p> <ul style="list-style-type: none"> <li>Exhibit A Additional Provisions</li> <li>Exhibit B Statement of Work</li> <li>Exhibit C Budget</li> <li>Exhibit D Federal Provisions</li> </ul>									
<p><b>Contract Purpose</b> To advance Colorado’s public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado’s public health workforce.</p>									

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**1. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein (“the SOW”). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

**2. PAYMENT**

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**3. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**4. TASK ORDER EFFECTIVE DATE:**

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

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

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**Agenda Item:** Treasurer's Reports

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly, Investment and Quarterly interest reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

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

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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: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 10/17/2023

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**TREASURER'S MONTHLY REPORT FOR SEPTEMBER 2023**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	20,081,777.08	437,180.50	(1,280,069.15)	19,238,888.43
Due from Tre-Road & Bridge	3,749,725.64	40,234.16	(441,251.85)	3,348,707.95
Due from Tre-Human Services	613,594.48	9,488.88	(155,371.47)	467,711.89
Due from Tre-Public Health Agency	296,819.09	8,874.75	(161,907.61)	143,786.23
Due from Tre-Conservation Trust	208,885.01	509.45	-	209,394.46
Due from Tre-Bond Fund	31,230.09	133,303.86	-	164,533.95
Due from Tre-Airport	112,804.78	57,844.46	(161,503.00)	9,146.24
Due from Tre-Sales Tax	5,643,754.69	17,458.08	(532,933.80)	5,128,278.97
Due from Tre-Land Preservation	1,677,479.72	4,091.24	-	1,681,570.96
Due from Tre-Mosquito	44,344.66	560.03	(15,431.64)	29,473.05
Due from Tre-Sage Grouse	279,618.35	10,521.59	-	290,139.94
Due from Tre-Risk Management	49,676.20	76.23	(18,421.22)	31,331.21
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	595,774.63	969.00	(198,466.20)	398,277.43
Due from Tre-Sewer	1,336,823.91	90,397.99	(35,642.91)	1,391,578.99
Due from Tre-Water	966,408.11	2,462.65	(35,173.48)	933,697.28
Due from Tre-Solid Waste	713,713.28	174,133.69	(155,892.20)	731,954.77
Due from Tre-Housing Authority	4,303,785.39	7,913.48	(1,059,117.35)	3,252,581.52
Due from Tre-Gunn Sr Housing	35,137.01	194,754.01	-	229,891.02
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,020,528.92	119,910.48	(149,690.85)	990,748.55
Due from Tre-Internal Service II	650,191.12	1,353.20	(95,356.74)	556,187.58
Due from Tre-Insurance Trust	2,537,787.12	7,408.34	(88,033.07)	2,457,162.39
Due from Tre-Local Marketing District	1,764,104.78	3,608.43	(284,583.33)	1,483,129.88
Due from Tre-Rural Trans Auth	5,069,349.30	61,669.45	(469,893.64)	4,661,125.11
Due from Tre-Public Trustee Agency	11,301.43	-	(5,274.28)	6,027.15
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	75.00	(75.00)	-
Due from Tre-Treas Fees	-	14,443.56	(14,443.56)	-
Due from Tre-Health Claims	191,806.61	334,352.24	(331,392.24)	194,766.61
Due from Tre-Landfill Closure	1,204,350.00	10,256.16	-	1,214,606.16
Due from Tre-Landfill Cons Resv	1,416,515.39	30,682.41	-	1,447,197.80
Due from Tre-Payroll Clearing	48,219.33	1,253,447.58	(1,254,594.00)	47,072.91
Due from Tre-Sewer Reserve	95,791.78	-	-	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,630.34	33.24	-	13,663.58
Due From Tre-Housing Authority Restricted Deposits	29,990.96	-	-	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,063,942.85	3,296,309.59	(3,086,725.94)	1,273,526.50
Due from Tre-Finance Revenue Clearing	-	2,975,669.50	-	2,975,669.50
Due from Tre-Water Resource	47,853.18	116.71	-	47,969.89
Due from Tre-Workforce Impact Fees	383,314.53	934.87	-	384,249.40
Due from Tre-Living Community	11,353.87	4,261.05	(11,423.42)	4,191.50
<b>COUNTY FUNDS TOTAL</b>	<b>56,660,791.82</b>	<b>9,305,305.86</b>	<b>(10,042,667.95)</b>	<b>55,923,429.73</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	12,269.72	8,866.80	(12,296.07)	8,840.45
Due from Tre-Crested Butte Street/Alley	14,008.24	3,273.07	(14,106.43)	3,174.88
Due from Tre-Gunnison City General	11,068.60	7,476.58	(11,149.50)	7,395.68
Due from Tre-Marble General	655.90	1,392.44	(680.17)	1,368.17
Due from Tre-Mt Crested Butte General	20,805.91	13,987.86	(21,416.34)	13,377.43
Due from Tre-Pitkin General	618.54	638.05	(627.85)	628.74
<b>CITIES AND TOWNS TOTAL</b>	<b>59,426.91</b>	<b>35,634.80</b>	<b>(60,276.36)</b>	<b>34,785.35</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	939,100.29	196,875.34	(940,268.16)	195,707.47
Due from Tre-Gunn RE1J Bond	115,430.27	43,093.04	(116,139.53)	42,383.78
Due from Tre-Delta 50J General	12,761.55	7,725.96	(12,761.60)	7,725.91
Due from Tre-Delta 50J Bond	64.81	3.41	(64.81)	3.41
Due from Tre-Montrose RE1J General	1,199.50	928.35	(1,199.85)	928.00
Due from Tre-Montrose RE1J Bond	49.90	17.40	(49.90)	17.40
Due from Tre-Reij 2014 Mill Override	30,814.26	11,640.51	(31,032.76)	11,422.01

<b>SCHOOLS TOTAL</b>	1,099,420.58	260,284.01	(1,101,516.61)	258,187.98
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	140.04	137.54	(140.04)	137.54
Due From Tre-Gunn Rising #3	4.79	1.56	-	6.35
Due From Tre-Gunn Rising #4	6.72	2.19	-	8.91
Due from Tre-CO River Water CD	6,834.91	3,971.84	(6,916.64)	3,890.11
Due from Tre-Reserve MD2	3,624.44	944.27	(3,624.44)	944.27
Due from Tre-Mt Crested Butte DDA	6,374.03	4,153.22	(6,498.62)	4,028.63
Due from Tre-Bostwick Park Water CD	47.07	27.11	(47.37)	26.81
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	7,163.76	3,161.30	(7,190.24)	3,134.82
Due from Tre-Mt CB Water/San	18,937.44	14,378.18	(19,576.43)	13,739.19
Due from Tre-East River Regional SD	2,354.14	1,162.07	(2,370.76)	1,145.45
Due from Tre-Cemetery	3,949.56	2,050.65	(3,987.23)	2,012.98
Due from Tre-Gunn Co Metro Rec Dist	13,073.95	7,252.36	(13,228.15)	7,098.16
Due from Tre-N Fork Water CD	135.60	129.52	(135.61)	129.51
Due from Tre-Skyland MD	10,239.45	7,669.07	(10,358.62)	7,549.90
Due from Tre-Upper Gunn Water CD	25,109.73	13,511.21	(25,395.77)	13,225.17
Due from Tre-Crested Butte Fire PD	56,201.72	30,764.00	(56,926.68)	30,039.04
Due from Tre-Gunn Co Fire PD	14,446.22	7,993.81	(14,603.96)	7,836.07
Due from Tre-Carbondale & Rural Fire PD	2,654.56	4,498.16	(2,752.35)	4,400.37
Due from Tre-Ragged Mt Fire PD	749.08	698.72	(749.15)	698.65
Due from Tre-Arrowhead Fire PD	686.38	611.31	(696.82)	600.87
Due From Tre-Library General Fund	26,384.38	15,322.81	(26,699.49)	15,007.70
Due From Tre-Reserve MD#2 BOND 2016A	10,432.14	3,000.10	(10,432.14)	3,000.10
Due From Tre-North Fork Ambulance Health Service D	1,784.40	1,672.02	(1,784.55)	1,671.87
Due From Tre-Reserve MD #2 BOND 2016B	1,419.51	369.68	(1,419.51)	369.68
Due From Tre-Reserve MD #2 BOND 2016C	1,204.63	313.92	(1,204.63)	313.92
Due From Tre-Crested Butte Fire PD Bond	28,056.64	15,372.07	(28,419.00)	15,009.71
Due From Tre-Gunn Co Metro Rec North	14,723.94	7,985.26	(14,911.67)	7,797.53
<b>IMPROVEMENT DISTRICTS TOTAL</b>	256,739.23	147,153.95	(260,069.87)	143,823.31
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	703,381.96	579,560.34	(695,214.31)	587,727.99
Due from Tre-Clerk Sales Tax	0.50	81,314.76	(81,314.76)	0.50
Due from Tre-SOT	-	313,292.91	(313,292.91)	-
Due from Tre-State Auto	-	293,399.57	(293,399.57)	-
Due from Tre-Clerk ST Domestic Abuse	-	920.00	(920.00)	-
Due from Tre-Clerk State Registrar	-	138.00	-	138.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,002.00	(1,002.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	139,125.34	(139,125.34)	-
Due from Tre-Treas Deed	3,011.56	-	(1,000.00)	2,011.56
Due from Tre-Unused Remittances	1,958.50	-	-	1,958.50
Due from Tre-Elected Official Fees Clrg	17,967.14	58,452.52	(56,051.10)	20,368.56
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	797,765.28	1,467,205.44	(1,581,319.99)	683,650.73
<b>GRAND TOTALS</b>	<b>58,874,143.82</b>	<b>11,215,584.06</b>	<b>(13,045,850.78)</b>	<b>57,043,877.10</b>

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of September 2023.

Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

Jonathan Houck  
Chairman of the Board of County Commissioners

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

TREASURER'S QUARTERLY INTEREST REPORT  
 FOR GUNNISON COUNTY  
 FOR THE PERIOD OF JULY - SEPTEMBER 2023

INVESTMENT INTEREST:					
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	153,007.39	396,391.52	(400,000.00)	#NAME?
ROAD & BRIDGE	2	22,150.21	49,671.52	(10,000.00)	-496.72%
HEALTH AND HUMAN SERVICES	3	3,596.84	8,733.23	8,000.00	109.17%
PUBLIC HEALTH AGENCY	4	1,709.42	3,271.25	-	
CONSERVATION TRUST	7	1,299.98	3,071.59	-	
BOND FUND	8	518.50	3,187.64	-	
AIRPORT OPERATIONS	10	394.03	5,445.90	25,000.00	21.78%
SALES TAX REVENUE	12	33,083.24	72,562.55	-	
LAND PRESERVATION	13	10,307.45	22,838.39	1,500.00	1522.56%
MOSQUITO	30	267.52	941.42	(1,000.00)	-94.14%
SAGE GROUSE	32	1,743.78	4,085.07	-	
RISK MANAGEMENT FUND	34	264.23	948.65	-	
AIRPORT CONSTRUCTION	41	0.00	-	-	
COUNTY CAP EXPEND	43	3,248.79	7,850.92	-	
SEWER FUND	50	8,272.11	21,061.79	75.00	28082.39%
WATER FUND	51	5,957.06	14,559.84	-	
SOLID WASTE OPERATIONS	52	4,488.03	10,623.57	-	
HOUSING AUTHORITY	70	25,478.75	56,215.53	700.00	8030.79%
GUNN SR HOUSING	71	682.69	962.50	-	
ISF I	80	6,505.65	22,719.78	-	
ISF II	82	3,813.16	10,142.89	-	
HEALTH INS ISF-III	90	15,680.39	38,090.04	-	
GRVL MARKETING DISTRT	91	10,275.76	28,516.22	-	
RURAL TRANSPORT AUTH	92	30,107.28	80,593.99	(25,000.00)	-322.38%
BUILDING CONSTRUCTION RES	101	0.00	-	-	
TERMINAL CONSTRUCTION	102	0.00	-	-	
HEALTH CLAIMS	115	962.85	1,690.04	-	
SOLID WASTE CLOSURE	125	7,491.36	18,208.68	-	
SOLID WASTE CONSTRUCT. RES.	126	8,801.31	20,658.37	-	
SEWER RESERVE	135	597.19	1,481.59	-	
WATER - RESTRICTED	136	489.36	1,213.70	-	
SR HOUSING DEPOSITS	140	84.83	209.45	-	
WATER RESOURCES	150	298.26	749.91	-	
WORKFORCE IMPACT FEE	155	2,385.54	5,890.21	-	
TOTAL		363,962.97	912,587.75	(400,725.00)	-227.73%

Gunnison County Treasurer						
Investment Report						
30-Sep-23						
CASH AND CHECKING						
	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	46,370.14			Cash	N/A
Bank of the West	1101	2,690,372.50	0.00%		Chkg	N/A
Bank of the West CC	1103	610,970.74	0.00%		Chkg	N/A
Bank of the West MM	1104	2,005,926.27	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	745,153.53	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,066,983.10	0.00%		Chkg	Mo
Calotrust Plus	1118	4,402,101.79	5.51%		Pool	Mo
C-Safe	1121	1,581,190.01	5.48%		Pool	Mo
Community Banks of Colorado MM	1120	2,325,517.72	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	117,719.75	1.98%		MMA	Mo
<b>TOTAL CASH AND CHECKING</b>		<b>17,760,185.62</b>		<b>31.14%</b>		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express ADS82	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Cellic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 1715	1159	245,000.00	4.89%		CD	Annually/ Mat 12/22/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24
FFCB EMZ5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EPS18	1163	501,666.67	6.00%		AG	SA/Mat 8/8/28 5 yrs callable
FFCB L6U3						matured
FFCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 2/28/26 4 yrs callable
FFCB NV234	1198	498,810.00	5.46%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUI0594	1194	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1234	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	547,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARURO	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB B558	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LAS3	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1246	440,715.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,065.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM614	1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U4Y77	1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB UZ112	1192	500,000.00	5.50%		AG	SA/Mat 3/8/25 5 yrs callable
FHLB VK507	1175	500,000.00	5.00%		AG	SA/MAT 4/24/28 5 yrs callable
FHLB VKD35	1174	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB VLU41	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB VQF29	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB W5X40	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB LW677	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB X5W49	1160	300,000.00	5.70%		AG	SA/ Mat 9/18/28 5 yrs Callable
FHLMC 2D51	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC 83F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	488,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GX214	1216	490,210.00	4.00%		AG	SA/Mat 7/14/25 3 YRS CALLABLE
FHLMC GYT774	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX76	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC GYW406	1166	500,000.00	5.85%		AG	SA/Mat 7/19/28 5 yrs callabel
FLHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XRR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC YPB21	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC YQL93	1171	500,000.00	5.38%		AG	SA/Mat 11/23/27 4yrsM callable
FHLMC Y485	1165	500,000.00	5.80%		AG	SA/Mat 7/26/27 4 yrs callable
FHLMC ZYES9	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	262,711.50	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	220,716.13	4.17%		CD	A/Mat 2/21/24 - 7 mo
JP Morgan UNCP	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs c-callable
Lender Bank LHF2	1249	235,511.34	0.25%		CD	SA/Mat 5/2/23 callable
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	260,747.12	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	506,895.53	2.72%		CD	Q/Mat 7/14/24 5 yr
<b>TOTAL INVESTMENTS</b>		<b>39,281,100.15</b>		<b>68.86%</b>		
Cash per Treasurer's Ledger		57,041,285.77		100.00%		
Plus Pending Disbursements		2,591.33				
<b>Total Due to All Funds</b>		<b>57,043,877.10</b>				

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

**Agenda Item:** Vouchers and Transfers: September 2023 Cash Trans

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

September 2023 Cash Transfer Report

**Fiscal Impact:** \$5,151,215.71

**Submitted by:** Kelly Weak

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/13/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/17/2023



**GUNNISON COUNTY, COLORADO**  
**CASH TRANSFER AUTHORIZATION**  
**September-23**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,093,067.73)
130	95 11122	General - Payroll Account	1,253,447.58	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	0.00
002	02 11900	Road & Bridge	0.00	(441,178.94)
003	03 11900	Human Services	0.00	(155,342.41)
004	04 11900	Public Health Agency	0.00	(161,822.37)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	132,903.55	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(160,719.76)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(532,883.99)
013	13 11900	Land Preservation	0.00	0.00
030	30 11900	Mosquito Control	0.00	(15,416.96)
032	32 11900	Sage Grouse Trust	9,815.68	0.00
034	34 11900	Risk Management	0.00	(18,421.22)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(198,466.20)
050	50 11900	Gunnison County Sewer	0.00	(34,325.08)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(35,173.48)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(154,126.60)
125	52 11101	Solid Waste - Landfill Closure	7,301.04	0.00
126	52 11102	Solid Waste - Landfill Const	27,161.40	0.00
070	70 11900	Housing Authority	0.00	(1,059,117.35)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	194,194.69	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(148,515.85)
082	82 11900	ISF-II	0.00	(95,356.74)
090	90 11900	Health Insurance Trust	0.00	(88,033.07)
115	90 11101	Health Insurance Claims	241,727.40	0.00
091	91 11900	Local Marketing District	0.00	(284,583.33)
092	92 11900	Transportation Authority	0.00	(469,390.35)
093	93 11900	Public Trustee Agency	0.00	(5,274.28)
145	95 11121	Accounts Payable Clearing	3,284,664.37	0.00
<b>TOTALS</b>			<b>\$ 5,151,215.71</b>	<b>\$ (5,151,215.71)</b>

TRANSFER FOR JOURNAL ENTRIES:

309002309003309004309005309006308395, 309070, 309082, 307686, 307685, 309166, 310006, 309271, 309270, 309269, 309254, 309240, 213009, 308659, 308658, 302357, 309279, 309278, 309296, PRJ, APV, AP, GBI, 309222, PRJ, UBB,

PREPARED BY:   
 AUTHORIZED BY:   
 RECEIVED BY TREASURER: 

DATE: **OCT 10 2023**  
 DATE: **OCT 10 2023**  
 DATE: **10-10-23**

GUNNISON COUNTY, COLORADO  
 JOURNAL ENTRY CASH TRANSFERS  
 FOR THE MONTH ENDING:

September-23

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07	08
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900
-	309002	STND1: VEHICLE/EQUIPMENT RENT	9/31/23	(20,035.59)						(223.74)			
-	309003	STND2: BUDGETED INTERFUND TRANSFERS	9/31/23	32,420.33					(14,583.33)		(5,166.67)		
-	309004	STND3: MAPPING SYSTEM CHARGES	9/31/23	(11,534.02)					(1,675.83)	(22.08)	(22.08)		
-	309005	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/31/23	(3,964.15)					(324.17)	(637.50)	(712.50)		
-	309006	STND5: COMPUTER SYSTEM CHARGES	9/31/23	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)		
-	308395	MOTORPOOL RENTS AUGUST	8/31/2023	(3,834.60)							(334.62)		
-	309070	TRANSFER TO DEBT SERVICE	9/30/2023										282,166.00
-	309082	MOVE TO HR	9/11/2023	(2,542.38)					2,542.38				
-	307686	CORRECT TRILLIUM VOUCHER	7/31/2023	176.90									
-	307685	PCARD JULY	7/31/2023	51,625.27					(522.67)	(2,388.40)	(12,954.13)		
-	309166	CORRECT ASSESSOR FUEL CHARGES	8/31/2023	483.33									
-	310006	WEED RENT TO AIRPORT OCTOBER	10/31/2023	(765.00)									
-	309271	POSTAGE USE SEPT 23	9/30/2023	(811.27)									
-	309270	COPIES COLOR SEPT 23	9/30/2023	(1,352.88)					(2.88)	(15.84)	(8.82)		
-	309269	COPIES BLACK SEPT 23	9/30/2023	(852.76)					(5.28)	(14.24)	(27.88)		
-	309254	RECORD PW COMP EARNED SEPT	9/30/2023						899.58				
-	309240	RECLASS TO COMMUNITY HEALTH	9/30/2023	336.29							(336.29)		
-	213009	CORRECT HOUSING	12/31/2023										
-	308659	EQUIPMENT USAGE AUG	8/31/2023	(19.00)					(121,400.30)				
-	308658	MATERIAL USAGE AUG	8/31/2023	(75.64)					(5,646.39)				
-	302357	RECLASS CITY OF GUNNISON	2/28/2023						1,521.50				
-	309279	LANDFILL ALLOCATION SEPT	9/30/2023										
-	309278	PH PHOTOCOPY SEPT	9/30/2023	(44.00)								(105.80)	
-	309296	REC MED/DEN/FLEX/Rx CHECKS SEPT	9/30/2023	(1,355.65)									
-													
-													
-													
-													
-													
-													
-													
-	PRJ,	Payroll Tax Journal	9/30/2023	(363,282.38)									
-	APV,	AP Voids 8/23/23 - 09/19/23	9/30/2023	(669.00)									
-	AP,	AP CLEARING SEPTEMBER	9/30/2023	(354,134.71)					(89,490.91)	(10,190.16)	(23,928.89)		(149,262.45)
-	GBI,	LANDFILL INTERFUND CHARGES	N/A	(246.40)					(14.00)				
-	309222,	NET PAYROLL TRANSFER	9/30/2023	(890,165.20)									
-	PRJ,	Payroll Journals	9/30/2023	499,892.55					(209,605.81)	(140,579.62)	(114,875.10)		
-	UBB,	3RD Q WATER SEWER TRANSFERS											
-		TOTALS		(1,093,067.73)	-	-	-	-	(441,178.94)	(155,342.41)	(161,822.37)	-	132,903.55

GUNNISON COUNTY, COLORADO  
 JOURNAL ENTRY CASH TRANSFERS  
 FOR THE MONTH ENDING:

September-23

JE's	Description	Finance Business Date	08	08	10	10	12	13	30	32	34	43	50	50
			Series 2010 Bond Reserve	Series 2013 Bond Reserve	Airport Operations	Terminal Construction	Sales Tax	Land Preservation	Mosquito Control	Sage Grouse	Risk Management	Capital Expenditures	Sewer Fund	Sewer Bond Reserve
			08 11101	08 11102	10 11900	10 11101	12 11900	13 11900	30 11900	32 11900	34 11900	43 11900	50 11900	50 11101
309002	STND1: VEHICLE/EQUIPMENT RENT	9/31/23			(502.25)								(397.12)	
309003	STND2: BUDGETED INTERFUND TRANSFERS	9/31/23			(4,635.00)				1,682.95				(420.00)	
309004	STND3: MAPPING SYSTEM CHARGES	9/31/23			(22.08)									
309005	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/31/23			(308.33)									
309006	STND5: COMPUTER SYSTEM CHARGES	9/31/23			(1,541.67)									
308395	MOTORPOOL RENTS AUGUST	8/31/2023												
309070	TRANSFER TO DEBT SERVICE	9/30/2023					(282,166.00)							
309082	MOVE TO HR	9/11/2023												
307686	CORRECT TRILLIUM VOUCHER	7/31/2023												
307685	PCARD JULY	7/31/2023			(1,055.22)									
309166	CORRECT ASSESSOR FUEL CHARGES	8/31/2023												
310006	WEED RENT TO AIRPORT OCTOBER	10/31/2023			765.00									
309271	POSTAGE USE SEPT 23	9/30/2023												
309270	COPIES COLOR SEPT 23	9/30/2023			(67.67)									
309269	COPIES BLACK SEPT 23	9/30/2023			(17.60)									
309254	RECORD PW COMP EARNED SEPT	9/30/2023												
309240	RECLASS TO COMMUNITY HEALTH	9/30/2023												
213009	CORRECT HOUSING	12/31/2023										(198,466.20)		
308659	EQUIPMENT USAGE AUG	8/31/2023											(9.50)	
308658	MATERIAL USAGE AUG	8/31/2023												
302357	RECLASS CITY OF GUNNISON	2/28/2023												
309279	LANDFILL ALLOCATION SEPT	9/30/2023							9,815.68					
309278	PH PHOTOCOPY SEPT	9/30/2023												
309296	REC MED/DEN/FLEX/Rx CHECKS SEPT	9/30/2023												
PRJ,	Payroll Tax Journal	9/30/2023												
APV,	AP Voids 8/23/23 - 09/19/23	9/30/2023												
AP,	AP CLEARING SEPTEMBER	9/30/2023			(84,598.76)		(250,717.99)		(17,099.91)		(18,421.22)		(30,665.15)	
GBI,	LANDFILL INTERFUND CHARGES	N/A												
309222	NET PAYROLL TRANSFER	9/30/2023												
PRJ,	Payroll Journals	9/30/2023			(68,736.18)								(2,833.31)	
UBB,	3RD Q WATER SEWER TRANSFERS													
TOTALS			-	-	(160,719.76)	-	(532,883.99)	-	(15,416.96)	9,815.68	(18,421.22)	(198,466.20)	(34,325.08)	-



GUNNISON COUNTY, COLORADO  
 JOURNAL ENTRY CASH TRANSFERS  
 FOR THE MONTH ENDING:

September-23

JE's	Description	Finance Business Date	90	90	91	92	93	95	95
			Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Payable Clearing 95 11121	Payroll Clearing 95 11122
309002	STND1: VEHICLE/EQUIPMENT RENT	9/31/23							
309003	STND2: BUDGETED INTERFUND TRANSFERS	9/31/23			(2,083.33)	(1,043.25)			
309004	STND3: MAPPING SYSTEM CHARGES	9/31/23							
309005	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/31/23					(37.50)		
309006	STND5: COMPUTER SYSTEM CHARGES	9/31/23					(195.83)		
308395,	MOTORPOOL RENTS AUGUST	8/31/2023							
309070,	TRANSFER TO DEBT SERVICE	9/30/2023							
309082,	MOVE TO HR	9/11/2023							
307686,	CORRECT TRILLIUM VOUCHER	7/31/2023							
307685,	PCARD JULY	7/31/2023	(227.24)				(36.83)		
309166,	CORRECT ASSESSOR FUEL CHARGES	8/31/2023							
310006,	WEED RENT TO AIRPORT OCTOBER	10/31/2023							
309271,	POSTAGE USE SEPT 23	9/30/2023							
309270,	COPIES COLOR SEPT 23	9/30/2023							
309269,	COPIES BLACK SEPT 23	9/30/2023							
309254,	RECORD PW COMP EARNED SEPT	9/30/2023							
309240,	RECLASS TO COMMUNITY HEALTH	9/30/2023							
213009,	CORRECT HOUSING	12/31/2023							
308659,	EQUIPMENT USAGE AUG	8/31/2023							
308658,	MATERIAL USAGE AUG	8/31/2023							
302357,	RECLASS CITY OF GUNNISON	2/28/2023							
309279,	LANDFILL ALLOCATION SEPT	9/30/2023							
309278,	PH PHOTOCOPY SEPT	9/30/2023							
309296,	REC MED/DEN/FLEX/Rx CHECKS SEPT	9/30/2023	(240,371.75)	241,727.40					
PRJ,	Payroll Tax Journal	9/30/2023							363,282.38
APV,	AP Voids 8/23/23 - 09/19/23	9/30/2023						894.00	
AP,	AP CLEARING SEPTEMBER	9/30/2023	(45,720.56)		(282,500.00)	(468,347.10)		3,283,770.37	
GBI,	LANDFILL INTERFUND CHARGES	N/A							
309222,	NET PAYROLL TRANSFER	9/30/2023							890,165.20
PRJ,	Payroll Journals	9/30/2023	198,286.48				(5,004.12)		
UBB,	3RD Q WATER SEWER TRANSFERS								
	TOTALS		(88,033.07)	241,727.40	(284,583.33)	(469,390.35)	(5,274.28)	3,284,664.37	#####

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

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**Agenda Item:** Vouchers and Transfers: Sales Tax - LMD Reports

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

August 2023 Sales Tax and Local Marketing Tax Reports

**Fiscal Impact:** See reports.

**Submitted by:** Kelly Weak

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/12/2023

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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: 10/13/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/17/2023

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Gunnison County, Colorado  
 Total Taxable Sales  
 For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958					174,578,318
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443					117,180,235
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151					50,124,967
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545					2,056,966
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519					1,542,406
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830					147,524,007
<b>TOTAL TAXABLE SALES</b>	<b>55,756,070</b>	<b>58,454,881</b>	<b>65,630,349</b>	<b>39,026,774</b>	<b>45,260,991</b>	<b>64,125,619</b>	<b>86,056,769</b>	<b>78,695,446</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>493,006,899</b>
<b>Computed 1% Sales Tax</b>	<b>557,560.70</b>	<b>584,548.81</b>	<b>656,303.49</b>	<b>390,267.74</b>	<b>452,609.91</b>	<b>641,256.19</b>	<b>860,567.69</b>	<b>786,954.46</b>					<b>4,930,069</b>
<b>% Incr(Decr) of 2023 over 2022</b>	<b>7.68%</b>	<b>9.17%</b>	<b>3.44%</b>	<b>-0.66%</b>	<b>1.04%</b>	<b>-5.60%</b>	<b>11.60%</b>	<b>4.70%</b>					

For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	265,320,617
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	171,796,601
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	191,389,244
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>44,795,580</b>	<b>67,927,181</b>	<b>77,114,392</b>	<b>75,162,879</b>	<b>65,908,121</b>	<b>51,098,739</b>	<b>45,518,231</b>	<b>62,115,429</b>	<b>697,699,840</b>
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>447,955.80</b>	<b>679,271.81</b>	<b>771,143.92</b>	<b>751,628.79</b>	<b>659,081.21</b>	<b>510,987.39</b>	<b>455,182.31</b>	<b>621,154.29</b>	<b>6,976,998.40</b>
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>	<b>11.23%</b>	<b>12.32%</b>	<b>9.24%</b>	<b>20.70%</b>	<b>2.88%</b>	<b>8.58%</b>	<b>7.44%</b>	<b>11.76%</b>	<b>12.80%</b>

	Y-T-D 2022 TOTAL	Y-T-D 2023 TOTAL	Difference	%
City of Gunnison	181,651,160	174,578,318	(7,072,842)	-3.89%
Crested Butte	120,826,173	117,180,235	(3,645,938)	-3.02%
Mt. Crested Butte	46,246,797	50,124,967	3,878,170	8.39%
Marble	2,221,245	2,056,966	(164,279)	-7.40%
Pitkin	1,257,333	1,542,406	285,073	22.67%
Unincorporated	120,856,612	147,524,007	26,667,395	22.07%
<b>TOTAL TAXABLE SALES</b>	<b>473,059,320</b>	<b>493,006,899</b>	<b>19,947,579</b>	<b>4.22%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>2,794,684</b>	<b>3,005,367</b>	<b>210,683</b>	<b>7.54%</b>

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	165,832,386	181,651,160	15,818,774	9.54%
Crested Butte	114,136,786	120,826,173	6,689,387	5.86%
Mt. Crested Butte	37,445,616	46,246,797	8,801,181	23.50%
Marble	2,162,984	2,221,245	58,261	2.69%
Pitkin	1,185,116	1,257,333	72,217	6.09%
Unincorporated	88,675,195	120,856,612	32,181,417	36.29%
<b>TOTAL TAXABLE SALES</b>	<b>409,438,083</b>	<b>473,059,320</b>	<b>63,621,237</b>	<b>15.54%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>2,349,118</b>	<b>2,794,684</b>	<b>445,565</b>	<b>18.97%</b>

**PREVIOUS YEARS FOR COMPARISON**

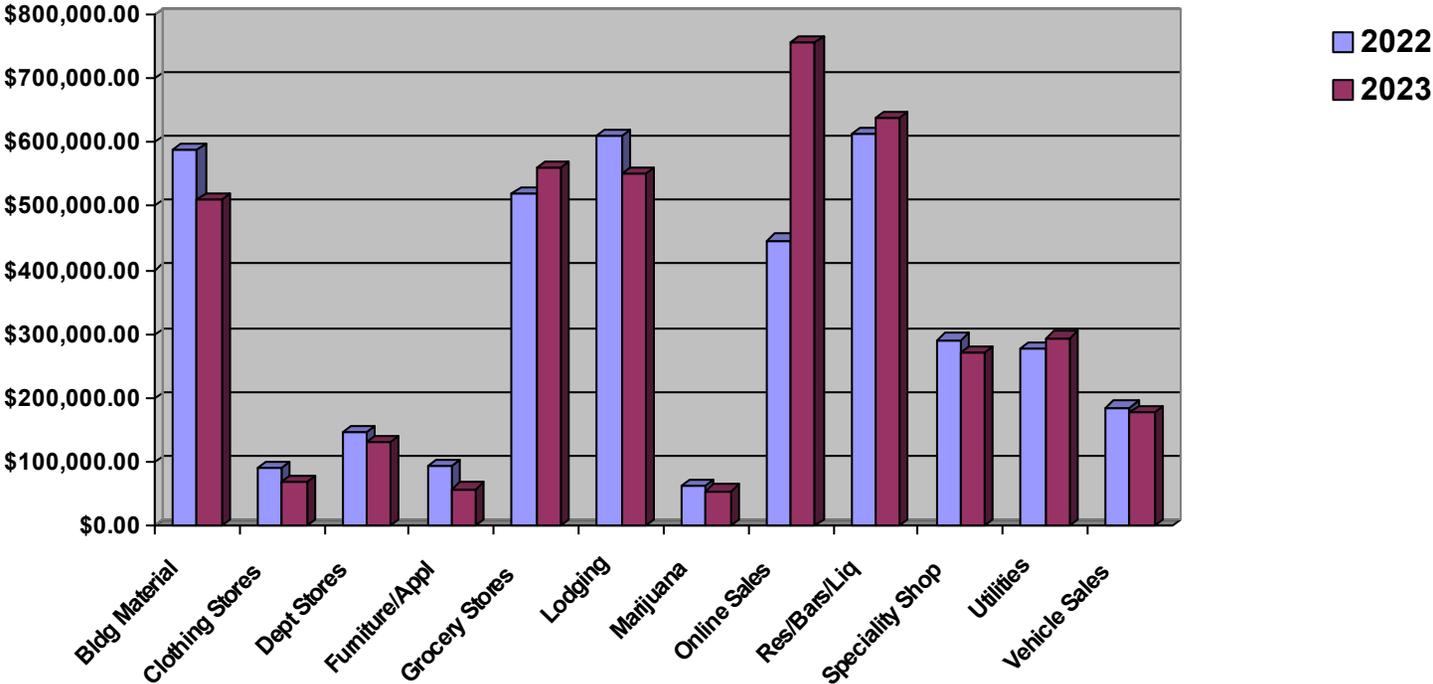
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	112,437,436	138,277,459	25,840,023	22.98%
<b>TOTAL TAXABLE SALES</b>	<b>500,213,617</b>	<b>618,509,757</b>	<b>118,296,140</b>	<b>23.65%</b>

	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
<b>TOTAL TAXABLE SALES</b>	<b>457,300,539</b>	<b>500,213,617</b>	<b>42,913,078</b>	<b>9.38%</b>

**SALES TAX REVENUE COMPARISONS**

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2023	Current Month TOTAL COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82	\$ 497,880.38					\$ 3,005,366.55	\$ 3,005,366.55	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%						7.54%	76.28%
2022	Current Month TOTAL COUNTY REVENUE	\$ 292,877.63	\$ 297,416.68	\$ 362,082.96	\$ 230,106.96	\$ 269,739.85	\$ 424,310.00	\$ 465,675.27	\$ 452,474.33	\$ 406,304.46	\$ 319,127.94	\$ 284,705.38	\$ 378,279.99	\$ 4,183,101.45	\$ 2,794,683.68	\$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		18.97%	82.04%
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 2,349,118.40	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		30.43%	68.96%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 1,801,109.25	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		11.64%	76.17%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 1,613,351.03	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.86%	76.46%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 1,468,609.29	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		11.12%	76.33%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 1,321,653.44	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		1.24%	71.89%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 1,305,488.94	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		10.36%	71.03%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 1,182,974.37	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.90%	74.40%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 1,086,294.35	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		5.95%	73.80%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 1,025,290.69	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.83%	71.92%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 959,778.58	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.93%	72.20%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 923,479.91	\$ 1,314,611.00

# 2022/2023 YTD INDUSTRY COMPARISON AS OF AUGUST



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**August 2023**      ***Taxes by Industry***

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<b>Amusement &amp; Entertainment</b>	\$22,491.62
<b>Bldg Material &amp; Trades</b>	\$74,714.49
<b>Clothing Stores</b>	\$10,235.93
<b>Department Stores</b>	\$21,867.97
<b>Furniture &amp; Appliance Stores</b>	\$7,526.43
<b>Gas/Convenience Stores</b>	\$11,119.65
<b>Grocery Stores</b>	\$120,530.06
<b>Lodging</b>	\$84,702.36
<b>Manufacturing</b>	\$11,832.07
<b>Marijuana</b>	\$7,969.94
<b>Miscellaneous Services</b>	\$60,596.13
<b>Online Sales</b>	\$171,889.77
<b>Ranching &amp; Agriculture</b>	\$15.73
<b>Restaurant/Bars/Liquor Stores</b>	\$101,428.46
<b>Specialty Shops</b>	\$32,434.93
<b>Utilities</b>	\$20,610.43
<b>Vehicle Sales/Parts/Services</b>	\$26,988.49
<b><i>GRAND TOTAL:</i></b>	<b>\$786,954.46</b>

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# *Taxes by Industry and Jurisdiction*

## August 2023

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### **Amusement & Entertainment**

<i>Almont</i>	883.35
<i>Crested Butte</i>	5552.30
<i>Gunnison</i>	8003.98
<i>Mt. Crested Butte</i>	4488.16
<i>Pitkin</i>	0.15
<i>Rem of Cnty</i>	3563.56
<i>Somerset</i>	0.12
<i>Grand Total By Industry:</i>	\$22,491.62

### **Bldg Material & Trades**

<i>Almont</i>	19.48
<i>Crested Butte</i>	29058.35
<i>Gunnison</i>	36381.32
<i>Marble</i>	27.79
<i>Mt. Crested Butte</i>	662.58
<i>Ohio City</i>	259.95
<i>Pitkin</i>	83.30
<i>Rem of Cnty</i>	7808.57
<i>Somerset</i>	413.15
<i>Grand Total By Industry:</i>	\$74,714.49

### **Clothing Stores**

<i>Almont</i>	4.48
<i>Crested Butte</i>	6476.45
<i>Gunnison</i>	2699.36
<i>Marble</i>	1.96
<i>Mt. Crested Butte</i>	1041.61
<i>Parlin</i>	2.63
<i>Pitkin</i>	2.18
<i>Rem of Cnty</i>	6.63
<i>Somerset</i>	0.63
<i>Grand Total By Industry:</i>	\$10,235.93

### **Department Stores**

<i>Gunnison</i>	21867.97
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*Grand Total By Industry:* \$21,867.97

**Furniture & Appliance Stores**

<i>Crested Butte</i>	4904.81
<i>Gunnison</i>	1006.35
<i>Marble</i>	53.99
<i>Mt. Crested Butte</i>	391.96
<i>Ohio City</i>	10.79
<i>Pitkin</i>	1.32
<i>Rem of Cnty</i>	1157.21

*Grand Total By Industry:* \$7,526.43

**Gas/Convenience Stores**

<i>Almont</i>	41.96
<i>Crested Butte</i>	2155.95
<i>Gunnison</i>	7712.34
<i>Pitkin</i>	702.16
<i>Rem of Cnty</i>	507.24

*Grand Total By Industry:* \$11,119.65

**Grocery Stores**

<i>Crested Butte</i>	9959.39
<i>Gunnison</i>	110227.96
<i>Mt. Crested Butte</i>	2.23
<i>Rem of Cnty</i>	340.48

*Grand Total By Industry:* \$120,530.06

**Lodging**

<i>Almont</i>	6446.93
<i>Crested Butte</i>	15309.47
<i>Gunnison</i>	17751.54
<i>Marble</i>	436.35
<i>Mt. Crested Butte</i>	25400.56
<i>Ohio City</i>	78.29
<i>Pitkin</i>	1065.23
<i>Powderhorn</i>	209.56
<i>Rem of Cnty</i>	17946.66
<i>Somerset</i>	57.77

*Grand Total By Industry:* \$84,702.36

**Manufacturing**

<i>Crested Butte</i>	5713.38
<i>Gunnison</i>	2714.67

<i>Marble</i>	448.43
<i>Mt. Crested Butte</i>	258.07
<i>Rem of Cnty</i>	2137.43
<i>Somerset</i>	560.09
<b><i>Grand Total By Industry:</i></b>	<b>\$11,832.07</b>
<b>Marijuana</b>	
<i>Crested Butte</i>	3231.75
<i>Gunnison</i>	4738.19
<b><i>Grand Total By Industry:</i></b>	<b>\$7,969.94</b>
<b>Miscellaneous Services</b>	
<i>Almont</i>	5722.07
<i>Crested Butte</i>	20422.74
<i>Gunnison</i>	15140.79
<i>Marble</i>	63.30
<i>Mt. Crested Butte</i>	11729.84
<i>Parlin</i>	0.02
<i>Pitkin</i>	278.30
<i>Rem of Cnty</i>	6702.57
<i>Somerset</i>	536.50
<b><i>Grand Total By Industry:</i></b>	<b>\$60,596.13</b>
<b>Online Sales</b>	
<i>Rem of Cnty</i>	171889.77
<b><i>Grand Total By Industry:</i></b>	<b>\$171,889.77</b>
<b>Ranching &amp; Agriculture</b>	
<i>Gunnison</i>	15.73
<b><i>Grand Total By Industry:</i></b>	<b>\$15.73</b>
<b>Restaurant/Bars/Liquor Stores</b>	
<i>Crested Butte</i>	50259.90
<i>Gunnison</i>	39088.71
<i>Marble</i>	2842.49
<i>Mt. Crested Butte</i>	1946.47
<i>Pitkin</i>	229.47
<i>Rem of Cnty</i>	7061.42
<b><i>Grand Total By Industry:</i></b>	<b>\$101,428.46</b>
<b>Specialty Shops</b>	
<i>Almont</i>	0.11
<i>Crested Butte</i>	13122.14

<i>Gunnison</i>	10260.63
<i>Marble</i>	207.01
<i>Mt. Crested Butte</i>	455.52
<i>Ohio City</i>	9.06
<i>Pitkin</i>	181.37
<i>Rem of Cnty</i>	7351.70
<i>Somerset</i>	847.39

***Grand Total By Industry:*** \$32,434.93

**Utilities**

<i>Almont</i>	119.60
<i>Crested Butte</i>	2932.35
<i>Gunnison</i>	4164.02
<i>Marble</i>	110.00
<i>Mt. Crested Butte</i>	3090.44
<i>Ohio City</i>	6.51
<i>Parlin</i>	0.68
<i>Pitkin</i>	227.14
<i>Rem of Cnty</i>	9918.20
<i>Somerset</i>	41.49

***Grand Total By Industry:*** \$20,610.43

**Vehicle Sales/Parts/Services**

<i>Crested Butte</i>	2355.45
<i>Gunnison</i>	18776.02
<i>Marble</i>	24.13
<i>Mt. Crested Butte</i>	74.07
<i>Pitkin</i>	294.57
<i>Rem of Cnty</i>	5288.06
<i>Somerset</i>	176.19

***Grand Total By Industry:*** \$26,988.49

\$786,954.46

**COMPARATIVE MARKETING DISTRICT TAX FIGURES**

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00						
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00						
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24						
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,448,812.07
% Change over previous year (cumulative)		-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%						
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 2,623,809.42
% Change over previous year (cumulative)		28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,408,909.77
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,536,137.16
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,514,363.89
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,491,382.14
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,315,126.70
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,233,440.97
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,090,924.17
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 905,944.49
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 508,023.37
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 474,384.57

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

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**Agenda Item:** Approval for a Townhome Plat; Haverly Townhomes, L

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Approval and signature of Haverly Townhome Plat in Crested Butte South.

**Fiscal Impact:**

**Submitted by:** Rachael Blondy

**Submitter's Email Address:** rblondy@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 10/13/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/13/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/13/2023

Consent Agenda

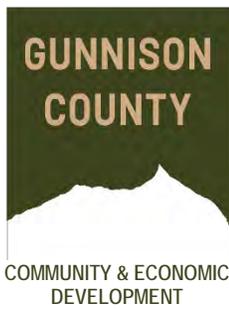
Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/17/2023

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Rachael Blondy, Planner I

(970) 641-7932

rblondy@gunnisoncounty.org

www.GunnisonCounty.org

**To: Board of County Commissioners**

**RE: LUC-23-00041 | Townhome Plat | Haverly LLC**

**Date: October 17th, 2023**

The Applicant, Haverly LLC, has submitted a request for a plat approval of Haverly Townhomes, as depicted in Exhibit A. The three, 4-unit buildings are located at 81-85 Haverly Street, Crested Butte, CO 81224, legally described as Lots 43, 44 and 45, Block 4, Crested Butte South, Second Filing, According to the plat thereof recorded September 24, 1970 under reception No. 281588.

The units have been constructed pursuant to a building permit from Gunnison County (Exhibit B). Haverly Townhomes consist of twelve (12) newly constructed townhomes of approximately 1,100 square feet to 1,400 square feet in size, for a total footprint of approximately 15,000 square feet combined. The units within the three buildings share party walls and all units are residential in nature.

Staff recommends that the Board approve the townhome plat and finds that the application complies with all applicable standards found in LUR Section 5-103 *Standards for Approval of Administrative Review Projects*.

The Townhome Plat was reviewed by planning staff and by the County Attorney's Office on September 13th, 2023 and was found to comply with the standards of [Land Use Resolution](#) Section 5-104.K *Specifications for Condominium/Townhome Plats*.

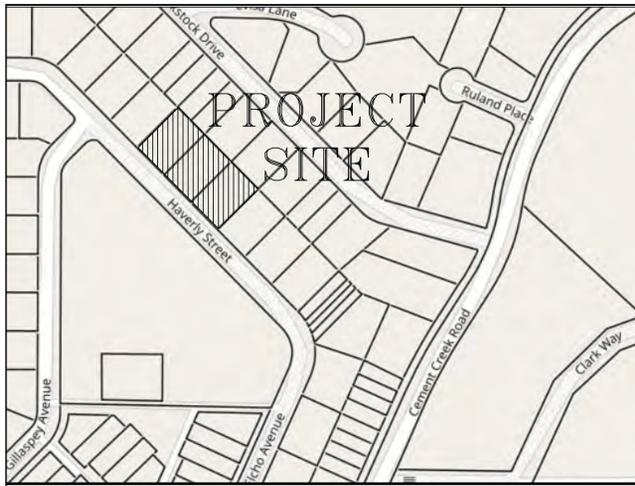
Thank you,

Rachael Blondy

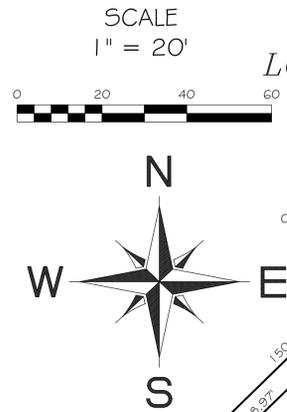
### Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00041. Click on "Attachments".

- A. Townhome Plat
- B. Building Permits Issued 6.28.2021  
(note that permit validation signatures have not transferred in combination of PDF documents)



VICINITY MAP NOT TO SCALE



Haverly Townhomes Located within Lots 43-45, Block 4 Crested Butte South Gunnison County, Colorado

DEDICATION

Haverly LLC, a Colorado limited liability company, being the owner of the following described land:

LOTS 43-45, CRESTED BUTTE SOUTH-FIRST FILING, ACCORDING TO THE PLAT RECORDED AUGUST 26, 1970 AT RECEPTION NO. 280978, IN GUNNISON COUNTY, COLORADO, UNDER THE NAME OF HAVERLY TOWNHOMES, HAS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT AND DOES HEREBY PERMANENTLY DEDICATE AND CONVEY TO THE OWNERS OF LOTS, TRACTS OR PARCELS WITHIN THIS SUBDIVISION AND THEIR GUESTS, BUT NOT TO THE PUBLIC AT LARGE, THE COMMON RIGHT TO USE STREETS, ALLEYS, ROAD AND OTHER AREAS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN THEREON.

IN WITNESS WHEREOF, MARK TRITTIPO, AS MANAGING MEMBER OF HAVERLY, LLC, HAS SUBSCRIBED HIS NAME THIS \_\_\_ DAY OF \_\_\_, 2023.

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF \_\_\_, 2023 BY MARK TRITTIPO AS MANAGING MEMBER OF HAVERLY, LLC.

MY COMMISSION EXPIRES: \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CRESTED BUTTE SOUTH P.O.A. APPROVAL

THIS PLAT OF HAVERLY TOWNHOMES IS APPROVED THIS \_\_\_ DAY OF \_\_\_, 2023

BY: ANDREW SANDSTROM, PRESIDENT OF THE BOARD OF DIRECTORS, CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION INC.

ATTORNEY'S OPINION

I, AARON J. HUCKSTEP, BEING AN ATTORNEY-AT-LAW DULY LICENSED TO PRACTICE BEFORE COURTS OF RECORD IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

- 1. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 30, 1882 in Book 41 at Page 494; and in Patent recorded August 12, 1901 in Book 101 at Page 248; and in Patent recorded May 19, 1898 in Book 115 at Page 303.
2. Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 with the Clerk and Recorder of Gunnison County, Colorado in Book 245 at Page 364, in which the specific location of the easement is not defined.
3. Restrictive Covenants which do not contain a forfeiture or revertor clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Covenants and Restrictions of Crested Butte South recorded August 26, 1970, in Book 420 at Page 404; in Crested Butte South Property Owners' Association Board of Directors concerning the Amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at Page 304; in Resolution Concerning the Installation and Use of Satellite Dishes recorded December 8, 1988 in Book 661 at Page 204; in Resolution Concerning the Use and Installation of Solid Fuel Burning Devices recorded April 27, 1990 in Book 677 at Page 578; in Resolution Concerning Dogs Running At Large recorded April 27, 1990 in Book 677 at Page 581; in Resolution Concerning Impounded Dogs recorded November 20, 1990 in Book 684 at Page 901; in Resolution Concerning Individual Wells and Sewage Disposal Systems recorded June 8, 1993 in Book 725 at Page 218; in Resolution Amending the Covenants and Restrictions of Crested Butte South recorded October 22, 1993 in Book 733 at Page 740; in Resolution Concerning Wells and Individual Sewer Disposal Systems recorded December 15, 1994 in Book 757 at Page 223; in Amendment Regarding Regulation of Modular or Factory Built Structures recorded May 1, 1996 in Book 782 at Page 202; in Amendment Regarding the Minimum Size of Multi-Family Structures recorded May 1, 1996 in Book 782 at Page 203; in Amendment Regarding Residential Uses on Commercial Property recorded May 1, 1996 in Book 782 at Page 204; in Amendment Regarding Resubdivision recorded May 1, 1996 in Book 782 at Page 205; in Notice of Amendment of Covenants and Restrictions of Crested Butte South recorded November 22, 1996 under Reception No. 472225; in Resolution Concerning the Provision of a Legal Survey as an Architectural Submittal Requirement recorded March 27, 1998 under Reception No. 482581; in Resolution Concerning Setbacks for Driveways, Septic Tanks and Wells recorded April 30, 1998 under Reception No. 483318; in Resolution Concerning Lot Appearance recorded October 19, 1998 under Reception No. 487930; in Resolution of Rules and Regulations Regarding Dogs recorded November 8, 1999 under Reception No. 497644; in Amended Resolution Concerning Building Deposits recorded March 22, 2001 under Reception No. 509429; in Resolution Regarding Outdoor Commercial Vendors recorded September 25, 2001 under Reception No. 514482; in Resolution Concerning the Provision of the Use of Metal Siding on the Exterior of Buildings in Crested Butte South recorded February 5, 2002 under Reception No. 517978; in Resolution Regarding Fines for Violations of Covenants recorded June 23, 2003 under Reception No. 531851; and in Amendment to Covenants and Restrictions of Crested Butte South recorded February 23, 2004 under Reception No. 539220; and in Resolution Regarding the Adoption of a Short Term Rental Policy by the Crested Butte South Property Owners Association, Inc. Recorded May 22, 2018 under Reception No. 653309.
4. Easements, conditions, covenants, restrictions, reservations and notes on the plat of Crested Butte South - Second Filing recorded September 24, 1970 under Reception No. 281588. Note: easements shown on the plat are subject to relocation pursuant to provisions of "Covenants and Restrictions" recorded August 26, 1970 in Book 420 at Page 404.
5. Easement and right of way for roads over the rights-of-way in Crested Butte South, all filings, for access to and from lands owned by Crested Butte Highlands, Inc. as granted by instrument dated September 28, 1976 and recorded May 12, 1977 with the Clerk and Recorder of Gunnison County, Colorado in Book 502 at page 237.
6. Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 at Reception No. 535203.
7. Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 43, Series 2004 recorded July 20, 2004, under Reception No. 544256.
8. All matters disclosed on map recorded January 20, 2011 under Reception No. 603344.
9. Terms, conditions and provisions contained in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 2008-38 recorded September 03, 2008, under Reception No. 586264 and in Resolution No. 2017-5 Amending Resolution No. 2008-38 recorded March 8, 2017 under Reception No. 645299.
10. Terms, conditions, provisions and restrictions of Board of County Commissioners of Gunnison County Resolution No. 2017-6 recorded March 08, 2017 at Reception No. 645298.
11. Terms, conditions, provisions, burdens and obligations as set forth in Resolution of the Board of County Commissioners No. 14, Series 2020 regarding the Crested Butte South Special Area Regulations recorded April 07, 2020 under Reception No. 665995; and re-recorded September 1, 2020 under Reception No. 668955.
12. Any matters shown on Improvement Location Certificate Certified December 11, 2020 prepared by NCW & Associates, Inc., Job #20299.00, said document stored by Land Title Guarantee Company as image 30252894.
13. Those provisions, covenants and conditions, easements and restrictions, which are a burden to the Townhome Units identified on this Plat, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the Declaration of Protective Covenants of Haverly Townhomes recorded \_\_\_, 20\_\_\_, at Reception No. \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_, 20\_\_\_.

Aaron J. Huckstep, Atty. No. 39888

LENDER'S CONSENT AND SUBORDINATION:

The undersigned, a beneficiary under a certain deed of trust encumbering the property, hereby expressly consents to and joins in the execution and recording of this subdivision plat, including the dedications and easements shown hereon, and makes the deed of trust subordinate hereto. The undersigned represents that he or she has full power and authority to execute this lender's consent and subordination on behalf of the lender stated below.

The Gunnison Bank & Trust Company

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_

State of \_\_\_\_\_ )
) ss.
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_\_ by \_\_\_ ss. authorized representative of The Gunnison Bank & Trust Company. WITNESS my hand and official seal My Commission expires: \_\_\_\_\_

Notary Public

BOARD OF COUNTY COMMISSIONER'S APPROVAL

THIS PLAT OF HAVERLY TOWNHOMES IS APPROVED THIS \_\_\_ DAY OF \_\_\_, 2023 AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE LOT OWNERS AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

By: \_\_\_\_\_
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST: \_\_\_\_\_
GUNNISON COUNTY CLERK & RECORDER

COMPLIANCE WITH CERTIFICATE OF APPROVAL:

THE PROPERTY DESCRIBED ON THIS PLAT IS SUBJECT TO ALL THE REQUIREMENTS, TERMS AND CONDITIONS OF CERTIFICATE OF APPROVAL NO. \_\_\_, RECORDED AT RECEPTION NO. \_\_\_ OF THE RECORDS OF THE CLERK AND RECORDER OF GUNNISON COUNTY.

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF HAVERLY STREET BETWEEN TWO ILLEGIBLE PLASTIC CAPS HAVING A BEARING OF SOUTH 43°53'34" EAST.
2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4) TOWNHOUSE DECLARATION AND PARTY WALL AGREEMENT FOR HAVERLY TOWNHOMES RECORDED AT RECEPTION NO. \_\_\_ IN THE OFFICIAL RECORDS OF GUNNISON COUNTY, COLORADO.
5) THE USE AND MAINTENANCE OF THE PARKING IS IDENTIFIED IN DETAIL WITHIN THE TOWNHOUSE DECLARATION AT RECEPTION NO. \_\_\_.
6) THE SQUARE FOOTAGES SHOWN UNDER EACH UNIT NUMBER REFLECT THE AREA WITHIN THE SURFACE BOUNDARY OF EACH UNIT, BUT DO NOT REFLECT THE SQUARE FOOTAGE OF THE RESIDENTIAL IMPROVEMENTS UPON EACH UNIT.

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



WARNING DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY:

HAVERLY LLC, ON BEHALF OF ITSELF AND ALL SUCCESSORS, HEIRS AND ASSIGNS, HEREBY ACKNOWLEDGE HAVING BEEN INFORMED BY GUNNISON COUNTY OF THE EXISTENCE OF WILDFIRE HAZARD AREAS THAT MAY AFFECT THE USE AND OCCUPANCY OF THE PROPERTY, AND ANY IMPROVEMENTS THERETO. I/WE ACKNOWLEDGE THAT THE COUNTY'S APPROVAL OF THIS LAND USE CHANGE DOES NOT GUARANTEE THE SAFETY OF THE PROPERTY, OR IN ANY WAY IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED HAZARD AREAS WILL BE FREE FROM HAZARDS AND HEREBY AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ANY ACTIVITY RELATED TO THESE HAZARDS, INCLUDING ANY SUITS, LIABILITY, OR EXPENSE.

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AT \_\_\_ M. ON THIS \_\_\_ DAY OF \_\_\_, 2023 UNDER RECEPTION NUMBER \_\_\_\_\_.

GUNNISON COUNTY CLERK AND RECORDER

LEGEND

- FOUND MONUMENT AS NOTED
SET 1 1/2" ALUMINUM CAP LS 37937
ELECTRIC METER
ELECTRIC TRANSFORMER
GAS METER
WATER VALVE
SEWER CLEAN OUT
TELEPHONE PEDESTAL
FENCE
UNDERGROUND SEWER
UNDERGROUND GAS LINE
UNDERGROUND WATER LINE

Table with project details: Haverly Townhomes, Located within Lots 43-45, Block 4 Crested Butte South Gunnison County, Colorado. Includes Landmark Surveying & Mapping logo and contact info.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

# GUNNISON COUNTY, COLORADO BUILDING PERMIT

Permit #: 2021-00153

- APPLICATION -

**Estimated Construction Valuation:** Units A & D each: \$267,704; Unit B & C each: \$252,104

**Owner:** Haverly, LLC

**Address:** 8619 Hufsmith Kuykendahl Road, Tomball, TX 77375

**Legal Description:** Lot 43 Blcok 4 Crested Butte South Subdivision

**Site Address:** 81 Haverly Street, Units: A, B, C, and D

**Contractor/Builder:** TriArt Builders

**Sewage Disposal:** Principal  Individual  N/A

**General project description:** 4 Townhouse Units

Construction shall be in accordance with the approved construction plans and the 2015 International Building Code. **Changes or revisions to the plans will require an additional review and approval by the Building Office prior to commencing with construction different from the approved plans.** \*Whole-house mechanical ventilation system required for 60 cfm continuous or intermittent in accordance with Table M1507.3.3(2). \*Air-tightness testing reports required prior to final inspection with results showing 3ACH or less. \*Passive radon mitigation system required

**Construction plans signed and stamped:** Benjamin J. White, ARC & Dylan N. Brown, PE

**The permittee agrees that permittee shall pay Gunnison County's costs and attorney's fees for enforcement of the requirements of this permit.**

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

- BUILDING PERMIT -

**Occupancy:** IRC

**Special Remarks:** Units A & D: 1,751 square feet Gross Floor Area and 680 sf garage area each; Units B & C: 1,626 square feet Gross Floor Area and 694 sf garage area each

**Other Permits Required:** Plumbing  Electrical  Septic  Mechanical  Driveway Access   
**EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK ON THE SITE AUTHORIZED BY SUCH A PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED ON THE SITE BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. THE BUILDING OFFICIAL IS AUTHORIZED TO GRANT, IN WRITING, ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH. THE EXTENSION SHALL BE REQUESTED IN WRITING AND JUSTIFIABLE CAUSE DEMONSTRATED. (IRC R 105.5 EXPIRATION)**

\_\_\_\_\_  
Permit Validation Building Official

- FEE SCHEDULE -

	Notes	Amount
Building Permit Fee		\$8,585.32
Workforce Housing Linkage Fee		\$2,118.00
Plan Review Fee	30% of BP fee	\$2,575.60
Application Deposit		-\$250.00
<b>Total Amount Due</b>		<b>\$13,028.92</b>

# GUNNISON COUNTY, COLORADO BUILDING PERMIT

Permit #: 2021-00154

- APPLICATION -

**Estimated Construction Valuation:** Units A & D each: \$267,704; Unit B & C each: \$252,104

**Owner:** Haverly, LLC

**Address:** 8619 Hufsmith Kuykendahl Road, Tomball, TX 77375

**Legal Description:** Lot 43 Blcok 4 Crested Butte South Subdivision

**Site Address:** 83 Haverly Street, Units: A, B, C, and D

**Contractor/Builder:** TriArt Builders

**Sewage Disposal:** Principal  Individual  N/A

**General project description:** 4 Townhouse Units

Construction shall be in accordance with the approved construction plans and the 2015 International Building Code. **Changes or revisions to the plans will require an additional review and approval by the Building Office prior to commencing with construction different from the approved plans.** \*Whole-house mechanical ventilation system required for 60 cfm continuous or intermittent in accordance with Table M1507.3.3(2). \*Air-tightness testing reports required prior to final inspection with results showing 3ACH or less. \*Passive radon mitigation system required

**Construction plans signed and stamped:** Benjamin J. White, ARC & Dylan N. Brown, PE

**The permittee agrees that permittee shall pay Gunnison County's costs and attorney's fees for enforcement of the requirements of this permit.**

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

- BUILDING PERMIT -

**Occupancy:** IRC

**Special Remarks:** Units A & D: 1,751 square feet Gross Floor Area and 680 sf garage area each; Units B & C: 1,626 square feet Gross Floor Area and 694 sf garage area each

**Other Permits Required:** Plumbing  Electrical  Septic  Mechanical  Driveway Access   
**EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK ON THE SITE AUTHORIZED BY SUCH A PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED ON THE SITE BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. THE BUILDING OFFICIAL IS AUTHORIZED TO GRANT, IN WRITING, ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH. THE EXTENSION SHALL BE REQUESTED IN WRITING AND JUSTIFIABLE CAUSE DEMONSTRATED. (IRC R 105.5 EXPIRATION)**

\_\_\_\_\_  
Permit Validation Building Official

- FEE SCHEDULE -

	Notes	Amount
Building Permit Fee		\$8,585.32
Workforce Housing Linkage Fee		\$2,118.00
Plan Review Fee	30% of BP fee	\$2,575.60
Application Deposit		-\$250.00
<b>Total Amount Due</b>		<b>\$13,028.92</b>

# GUNNISON COUNTY, COLORADO BUILDING PERMIT

Permit #: 2021-00155

- APPLICATION -

**Estimated Construction Valuation:** Units A & D each: \$267,704; Unit B & C each: \$252,104

**Owner:** Haverly, LLC

**Address:** 8619 Hufsmith Kuykendahl Road, Tomball, TX 77375

**Legal Description:** Lot 43 Blcok 4 Crested Butte South Subdivision

**Site Address:** 85 Haverly Street, Units: A, B, C, and D

**Contractor/Builder:** TriArt Builders

**Sewage Disposal:** Principal  Individual  N/A

**General project description:** 4 Townhouse Units

Construction shall be in accordance with the approved construction plans and the 2015 International Building Code. **Changes or revisions to the plans will require an additional review and approval by the Building Office prior to commencing with construction different from the approved plans.** \*Whole-house mechanical ventilation system required for 60 cfm continuous or intermittent in accordance with Table M1507.3.3(2). \*Air-tightness testing reports required prior to final inspection with results showing 3ACH or less. \*Passive radon mitigation system required

**Construction plans signed and stamped:** Benjamin J. White, ARC & Dylan N. Brown, PE

**The permittee agrees that permittee shall pay Gunnison County's costs and attorney's fees for enforcement of the requirements of this permit.**

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Date

- BUILDING PERMIT -

**Occupancy:** IRC

**Special Remarks:** Units A & D: 1,751 square feet Gross Floor Area and 680 sf garage area each; Units B & C: 1,626 square feet Gross Floor Area and 694 sf garage area each

**Other Permits Required:** Plumbing  Electrical  Septic  Mechanical  Driveway Access   
**EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK ON THE SITE AUTHORIZED BY SUCH A PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED ON THE SITE BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. THE BUILDING OFFICIAL IS AUTHORIZED TO GRANT, IN WRITING, ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH. THE EXTENSION SHALL BE REQUESTED IN WRITING AND JUSTIFIABLE CAUSE DEMONSTRATED. (IRC R 105.5 EXPIRATION)**

\_\_\_\_\_  
Permit Validation Building Official

- FEE SCHEDULE -

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Building Permit Fee		\$8,585.32
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Application Deposit		-\$250.00
<b>Total Amount Due</b>		<b>\$13,028.92</b>

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

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**Agenda Item:** Approval for Five (5) Gunnison Valley Land Preserv

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

**Parties to the Agreement:** Gunnison Ranchland Conservation Legacy

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Five conservation easement grant agreements with Gunnison Ranchland Conservation Legacy

**Fiscal Impact:** \$582,762

**Submitted by:** Mike Pelletier

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 9/29/2023

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/5/23

Reviewed by: WfUser

Discharge Date: 10/5/2023

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: WfUser

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 10/17/2023

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To: Board of County Commissioners  
From: Mike Pelletier, GIS Manager  
Date: October 17, 2023  
RE: Conservation easement grant agreements

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The applicant is seeking BoCC approval for five grant agreements, all of which are for covering transaction costs for conservation easements. Staff recommends approval.

- TLC Ranch – \$115,071, Ohio Creek near junction with Carbon Creek, 1,227 acres
- Hummingbird Ranch - \$112,537, South of McClure Pass on Hwy 133, 148 acres
- Lazy 3 Ranch - \$131,500, Junction of Cochetopa and Tomichi creeks, 915 acres
- Dancing Sunshine - \$110,101, West side of Powderhorn valley, 203 acres
- Big Spring Ranch - \$113,553, Nine Mile Hill south of Blue Mesa Res., 213 acres

The Gunnison Valley Land Preservation Board approved funding for these projects at their June 7, 2023 meeting. The projects have not changed materially from what was presented to the Land Preservation Board. The following summaries (maps provided separately) of the projects were provided by the applicant.

## Maps



*TLC Ranch – Looking north with Carbon Creek to the left and Ohio Creek in foreground.*



*Hummingbird Ranch – Looking north along Hwy 133 towards Mclure Pass.*



*Lazy 3 Ranch – Looking southeast up the Cochetopa Creek with Hwy 50 in the foreground.*



*Big Springs Ranch – Looking north along Hwy 149 with Blue Mesa Res. in background.*



*Dancing Sunshine Farm – Looking northeast with Hwy 149 on left and Cebolla Creek at far side of Powderhorn Valley.*

## **TLC Ranch**

The TLC Ranch Conservation Easement preserves open space, wildlife habitat, wetlands and agricultural lands on 1,227 acres in the Upper Ohio Creek Valley of Gunnison County. The property is visible to the general public from Gunnison National Forest lands and County Road 730. Preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. Eighty-three percent of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, mountain lion, mule deer and moose) and encompasses habitat for bald eagle, ferruginous hawk, American peregrine falcon, and northern leopard frog, all Colorado Species of Concern. Currently, the landowners utilize the ranch for hay production and livestock grazing.

The TLC Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. The landowners are donating 100% of the easement value. The Land Preservation Funds constitute 2.6% of the project value. The TLC Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

## **Hummingbird Ranch**

The Hummingbird Ranch Conservation Easement preserves open space, wildlife habitat, wetland, riparian and agricultural lands on 148 acres in the Lee Creek drainage of the North Fork of the Gunnison River. The ranch, a Gunnison National Forest inholding, is the last privately-owned property on the east side of Highway 133 heading north toward McClure Pass and includes more than 3,500 feet of Lee Creek and associated perennial wetlands. The property is visible to the general public from adjacent public lands and Highway 133, which is part of the West Elk Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife and, as an inholding, the ranch provides a continuous habitat resource with the surrounding public land. The property includes habitat for important big game species (elk, mule deer, and moose), and more than 10 species listed as being of concern in the State Wildlife Action Plan.

The Hummingbird Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowners will be retired into the easement. The landowners are donating 100% of the easement value. The Land Preservation Funds constitute 11% of the project value. The Hummingbird Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

## **Lazy 3 Ranch**

The Lazy 3 Ranch Conservation Easement preserves open space, wildlife habitat, and wetland, riparian and agricultural lands on 915 acres at the confluence of Tomichi Creek and Cochetopa Creek east of Gunnison. The property was homesteaded in 1885 and has been in continuous agricultural use since that time. Formerly known as the LeValley and Vader ranches, the current

owner operates the property for hay production and livestock grazing. The property is visible to the general public from adjacent Bureau of Land Management lands, US Highway 50, and State Highway 114. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for four species (greater sandhill crane, northern leopard frog, ferruginous hawk, and bald eagle) listed as Colorado Species of Concern.

The Lazy 3 Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Significant senior water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 5% of the project value. The remaining project value is a donation by the landowner. The Lazy 3 Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

### **Dancing Sunshine Farm**

The Dancing Sunshine Farm Conservation Easement preserves open space, wildlife habitat, and wetland, riparian and agricultural lands on 203 acres in the Powderhorn Valley southwest of Gunnison. The property was homesteaded in 1880 and has been in continuous agricultural use since that time. The current owners operate it for hay production and livestock grazing. The property is visible to the general public from adjacent Bureau of Land Management lands, County Road 28, and Highway 149 which is part of the Silver Thread Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Dancing Sunshine Farm Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 21% of the project value. The remaining project value is a donation by the landowner. The Dancing Sunshine Farm Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

### **Big Springs Ranch**

The Big Spring Ranch Conservation Easement preserves open space, wildlife habitat, and agricultural lands on 213 acres along Highway 149 southwest of Gunnison. The property is visible to the general public from adjacent Bureau of Land Management lands and Highway 149,

which is part of the Silver Thread Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated occupied Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, mountain lion, mule deer and pronghorn) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern. Currently, the landowner utilizes the ranch for a diverse agricultural operation that includes two acres of greenhouses and raised beds for commercial organic produce and flower production as well as regenerative livestock grazing on the adjacent rangelands.

The Big Spring Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 26% of the project value. The remaining project value is a donation by the landowner. The Big Spring Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

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Project Name: Big Spring Ranch Conservation Easement

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

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Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 09/18/2023

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, (“GRCL”), (jointly the “Parties”), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL (“Grantee”) has applied to the GVLPB for funding of a project known as Big Spring Ranch Conservation Easement (“Project”) more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) and Exhibit D (“Property”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

## SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 113,553 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

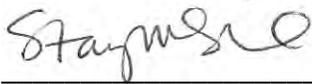
18. Miscellaneous Provisions.

- 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *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 Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**



\_\_\_\_\_  
Gunnison Ranchland Conservation Legacy  
Stacy McPhail, Executive Director

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

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

## **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee,     N/A     percent of the Proportionate Share and (b) to Gunnison County     N/A     percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B- “Big Spring Ranch Conservation Easement” Project Summary**

The Big Spring Ranch Conservation Easement preserves open space, wildlife habitat, and agricultural lands on 213 acres along Highway 149 southwest of Gunnison. The property is visible to the general public from adjacent Bureau of Land Management lands and Highway 149, which is part of the Silver Thread Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated occupied Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, mountain lion, mule deer and pronghorn) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern. Currently, the landowner utilizes the ranch for a diverse agricultural operation that includes two acres of greenhouses and raised beds for commercial organic produce and flower production as well as regenerative livestock grazing on the adjacent rangelands.

The Big Spring Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 26% of the project value. The remaining project value is a donation by the landowner. The Big Spring Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

**Exhibit C- “Big Spring Ranch Conservation Easement” Budget**

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	20,000
Land Trust Stewardship Fee	19,053
GRCL Project Fee	20,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Minerals Report	3,000
Grasslands Mgmt Plan	1,500
Title Insurance, Closing	2,000
Legal Fees	7,000
State Fee	10,000
Total	\$113,553

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

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Project Name: Dancing Sunshine Farm Conservation Easement

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

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Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 09/18/2023

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, (“GRCL”), (jointly the “Parties”), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL (“Grantee”) has applied to the GVLPB for funding of a project known as Dancing Sunshine Farm Conservation Easement (“Project”) more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) and Exhibit D (“Property”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

**SECTION 1-PROJECT SCOPE**

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 110,101 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

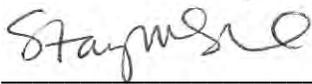
18. Miscellaneous Provisions.

- 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *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 Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**



\_\_\_\_\_  
Gunnison Ranchland Conservation Legacy  
Stacy McPhail, Executive Director

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

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

## **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee,     N/A     percent of the Proportionate Share and (b) to Gunnison County     N/A     percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B- “Dancing Sunshine Farm Conservation Easement” Project Summary**

The Dancing Sunshine Farm Conservation Easement preserves open space, wildlife habitat, and wetland, riparian and agricultural lands on 203 acres in the Powderhorn Valley southwest of Gunnison. The property was homesteaded in 1880 and has been in continuous agricultural use since that time. The current owners operate it for hay production and livestock grazing. The property is visible to the general public from adjacent Bureau of Land Management lands, County Road 28, and Highway 149 which is part of the Silver Thread Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for bald eagle, ferruginous hawk, and northern leopard frog, all Colorado Species of Concern.

The Dancing Sunshine Farm Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 21% of the project value. The remaining project value is a donation by the landowner. The Dancing Sunshine Farm Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

**Exhibit C- “Dancing Sunshine Farm Conservation Easement” Budget**

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	20,000
Land Trust Stewardship Fee	15,301
GRCL Project Fee	20,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Minerals Report	3,000
Grasslands Mgmt Plan	1,500
Title Insurance, Closing	2,300
Legal Fees	7,000
State Fee	10,000
Total	\$110,101

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

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Project Name: Hummingbird Ranch Conservation Easement

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

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Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 09/18/2023

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, (“GRCL”), (jointly the “Parties”), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL (“Grantee”) has applied to the GVLPB for funding of a project known as Hummingbird Ranch Conservation Easement (“Project”) more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) and Exhibit D (“Property”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

## SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 112,357 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLBP or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLBP of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

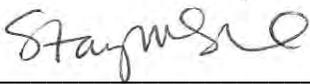
18. Miscellaneous Provisions.

- 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *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 Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**



\_\_\_\_\_  
Gunnison Ranchland Conservation Legacy  
Stacy McPhail, Executive Director

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

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

## **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee,     N/A     percent of the Proportionate Share and (b) to Gunnison County     N/A     percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B- “Hummingbird Ranch Conservation Easement” Project Summary**

The Hummingbird Ranch Conservation Easement preserves open space, wildlife habitat, wetland, riparian and agricultural lands on 148 acres in the Lee Creek drainage of the North Fork of the Gunnison River. The ranch, a Gunnison National Forest inholding, is the last privately-owned property on the east side of Highway 133 heading north toward McClure Pass and includes more than 3,500 feet of Lee Creek and associated perennial wetlands. The property is visible to the general public from adjacent public lands and Highway 133, which is part of the West Elk Scenic Byway. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife and, as an inholding, the ranch provides a continuous habitat resource with the surrounding public land. The property includes habitat for important big game species (elk, mule deer, and moose), and more than 10 species listed as being of concern in the State Wildlife Action Plan.

The Hummingbird Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowners will be retired into the easement. The landowners are donating 100% of the easement value. The Land Preservation Funds constitute 11% of the project value. The Hummingbird Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

**Exhibit C- "Hummingbird Ranch Conservation Easement" Budget**

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	7,500
Land Trust Stewardship Fee	36,857
GRCL Project Fee	18,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Minerals Report	3,000
Title Insurance, Closing	2,500
Legal Fees	3,500
State Fee	10,000
Total	\$112,357

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

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Project Name: Lazy 3 Ranch Conservation Easement

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

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Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 09/18/2023

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, (“GRCL”), (jointly the “Parties”), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL (“Grantee”) has applied to the GVLPB for funding of a project known as Lazy 3 Ranch Conservation Easement (“Project”) more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) and Exhibit D (“Property”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

## SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.
2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 131,500 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.
4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLBP, in writing, of its determination for a request of a change of use review. The GVLBP will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLBP any additional documentation requested by the GVLBP as a result of its receipt of the change of use request. The GVLBP will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLBP in its sole discretion will determine whether to grant, deny, or condition the GVLBP's approval. Further, no change of use shall be made without the GVLBP's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

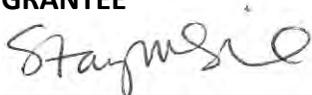
18. Miscellaneous Provisions.

- 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *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 Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**



\_\_\_\_\_  
Gunnison Ranchland Conservation Legacy  
Stacy McPhail, Executive Director

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

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

## **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee,     N/A     percent of the Proportionate Share and (b) to Gunnison County     N/A     percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B- “Lazy 3 Ranch Conservation Easement” Project Summary**

The Lazy 3 Ranch Conservation Easement preserves open space, wildlife habitat, and wetland, riparian and agricultural lands on 915 acres at the confluence of Tomichi Creek and Cochetopa Creek east of Gunnison. The property was homesteaded in 1885 and has been in continuous agricultural use since that time. Formerly known as the LeValley and Vader ranches, the current owner operates the property for hay production and livestock grazing. The property is visible to the general public from adjacent Bureau of Land Management lands, US Highway 50, and State Highway 114. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. All of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, moose, mountain lion, and mule deer) and encompasses habitat for four species (greater sandhill crane, northern leopard frog, ferruginous hawk, and bald eagle) listed as Colorado Species of Concern.

The Lazy 3 Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Significant senior water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. Primary funding for the conservation easement is provided by a grant from NRCS for protection of grasslands of special significance. The Land Preservation Funds constitute 5% of the project value. The remaining project value is a donation by the landowner. The Lazy 3 Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

**Exhibit C- “Lazy 3 Ranch Conservation Easement” Budget**

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	44,000
GRCL Project Fee	20,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Minerals Report	3,000
Grasslands Mgmt Plan	1,500
Title Insurance, Closing	3,500
Legal Fees	3,500
State Fee	10,000
Total	\$131,500

**Gunnison Valley Land Preservation Fund**  
**GRANT AGREEMENT**

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Project Name: TLC Ranch Conservation Easement

**PARTIES TO AGREEMENT**

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Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

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Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 09/18/2023

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**Exhibits:**

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT (“Grant Agreement”) is entered into this \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado (“Board”), 200 E Virginia, Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, (“GRCL”), (jointly the “Parties”), and witnesses:

#### RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The GRCL (“Grantee”) has applied to the GVLPB for funding of a project known as TLC Ranch Conservation Easement (“Project”) more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B (“Project Summary”) and Exhibit C (“Budget”) and Exhibit D (“Property”) all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

## SECTION 1-PROJECT SCOPE

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed \$ 115,071 (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

*The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.*

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

## **SECTION 2- GRANT PAYMENT**

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary ("Property"), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs.* Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

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

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLBP and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLBP or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

### SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

- A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
- B. *Due Diligence.* The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.
- C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").
- D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

- (1) *Conservation Easement Form.* Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.
- (2) *Subordination to Use Restriction.* All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

#### **SECTION 4-OTHER PROVISIONS**

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity.* To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship.* Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval.* Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce.* Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements.* Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

- A. *Prior to Payment of Grant*. The Board reserves the right to withdraw funding and/or terminate this Grant Agreement.
- B. *After Payment of Grant*. The Board reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

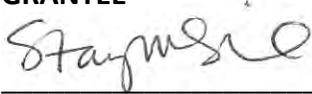
18. Miscellaneous Provisions.

- 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Grant Agreement.
- D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- E. *Time is of the Essence*. Time is of the essence in this Grant Agreement.

- F. *Survival.* The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.
- G. *Fax and Counterparts.* This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.
- H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.
- I. *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 Grant Agreement.
- J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.
- K. *Entire Agreement.* Except as expressly provided herein, this Grant Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Grant Agreement shall be binding upon the parties. No changes in this Grant Agreement shall be valid unless made in writing and signed by the parties to this Grant Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Grant Agreement effective as of \_\_\_\_\_.

**GRANTEE**



\_\_\_\_\_  
Gunnison Ranchland Conservation Legacy  
Stacy McPhail, Executive Director

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

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

\_\_\_\_\_  
Elizabeth Smith, Commissioner

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

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

## **Exhibit A - Required Language for the Deed of Conservation Easement**

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

"NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

"Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

"Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

"Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq.* and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

**[Insert only if the GVLPB contributed to the conservation easement purchase]:**

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee,     N/A     percent of the Proportionate Share and (b) to Gunnison County     N/A     percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

**[Insert only if the GVLPB contributed to transaction costs]:**

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement



## **Exhibit B- "TLC Ranch Conservation Easement" Project Summary**

The TLC Ranch Conservation Easement preserves open space, wildlife habitat, wetlands and agricultural lands on 1,227 acres in the Upper Ohio Creek Valley of Gunnison County. The property is visible to the general public from Gunnison National Forest lands and County Road 730. Preservation of the property will continue to provide range resources for livestock and wildlife including Gunnison Sage-grouse. Eighty-three percent of the property lies within designated Gunnison Sage-grouse habitat. The property also includes habitat for important big game species (black bear, elk, mountain lion, mule deer and moose) and encompasses habitat for bald eagle, ferruginous hawk, American peregrine falcon, and northern leopard frog, all Colorado Species of Concern. Currently, the landowners utilize the ranch for hay production and livestock grazing.

The TLC Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement. Mineral rights owned by the landowner will be retired into the easement. The landowners are donating 100% of the easement value. The Land Preservation Funds constitute 2.6% of the project value. The TLC Ranch Conservation Easement illustrates the continued commitment of private agricultural landowners to conserve the natural resources of Gunnison County.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

**Exhibit C- "TLC Ranch Conservation Easement" Budget**

<i>Project Activities:</i>	<i>Land Pres Funding</i>
Land Trust Admin Fee	7,500
Land Trust Stewardship Fee	38,571
GRCL Project Fee	18,000
Appraisal	24,500
Baseline Report	4,500
Water Rights Report	2,000
Minerals Report	3,000
Title Insurance, Closing	3,500
Legal Fees	3,500
State Fee	10,000
<b>Total</b>	<b>\$115,071</b>

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

**Agenda Item:** Approval for Gunnison County to participate as a C

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Invitation to participate as a cooperating agency in the preparation of an environmental impact statement (EIS) for the Uncompahgre Field Office (UFO) Resource Management Plan (RMP) Amendment.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/10/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/17/2023

**From:** [Jonathan Houck](#)  
**To:** [Matthew Hoyt](#)  
**Subject:** FW: Cooperating Agency Invitation - BLM Uncompahgre Field Office Plan Amendment - Please respond by Nov. 3  
**Date:** Tuesday, October 3, 2023 4:07:21 PM  
**Attachments:** [20230928 UFO RMPA CoopAgency Invitation.pdf](#)

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**From:** Copping, Suzanne E <[scopping@blm.gov](mailto:scopping@blm.gov)>  
**Sent:** Friday, September 29, 2023 12:08 PM  
**Cc:** Losasso, Angela M <[alosasso@blm.gov](mailto:alosasso@blm.gov)>; BLM\_COSO\_5000\_UFO\_RMPA\_EIS <[BLM\\_COSO\\_5000\\_UFO\\_RMPA\\_EIS@blm.gov](mailto:BLM_COSO_5000_UFO_RMPA_EIS@blm.gov)>  
**Subject:** Cooperating Agency Invitation - BLM Uncompahgre Field Office Plan Amendment - Please respond by Nov. 3

[EXTERNAL SENDER - USE CAUTION]

The Bureau of Land Management (BLM) invites you to participate as a cooperating agency in the preparation of an environmental impact statement (EIS) for the Uncompahgre Field Office (UFO) Resource Management Plan (RMP) Amendment to analyze and disclose the potential effects of amending the 2020 Approved Uncompahgre Field Office RMP. Please see the attached letter for background and more information on this effort.

If you are interested in participating as a cooperating agency, please respond to this email or by letter **by November 3, 2023**. We will then provide additional details about the process, including establishing a Memorandum of Understanding that identifies expectations and time commitments.

If you have questions regarding the project or require additional information, please contact me or Angela LoSasso, project manager at (970) 210-5549 or [alosasso@blm.gov](mailto:alosasso@blm.gov).

Thank you for your consideration and response, and we look forward to hearing from you.

Suzanne Copping  
*Field Manager*  
Uncompahgre Field Office  
Bureau of Land Management, Region 7  
w. 970 240.5338



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Southwest District Office  
2465 South Townsend Avenue  
Montrose, Colorado 81401



In Reply Refer To:  
1610 (CO-S050)

September 29, 2023

Dear Cooperator,

The Bureau of Land Management (BLM) invites you to participate as a cooperating agency in the preparation of an environmental impact statement (EIS) for the Uncompahgre Field Office (UFO) Resource Management Plan (RMP) Amendment [DOI-BLM-CO-S050-2023-0032-RMP-EIS] to analyze and disclose the potential effects of amending the 2020 Approved Uncompahgre Field Office RMP. Information and documents pertaining to this effort will be posted on the BLM ePlanning project website at <https://eplanning.blm.gov/eplanning-ui/project/2026528/510>.

### **Project Background**

The Uncompahgre Field Office Approved RMP and Record of Decision (ARMP/ROD) was signed in April 2020. The BLM received and settled three lawsuits on the ARMP/ROD. Under one settlement agreement, in 2022 the BLM initiated two statewide planning efforts: one for big game and one for Gunnison sage-grouse. Those planning efforts are currently underway. In the remaining two settlement agreements, the BLM agreed to complete an RMP Amendment process with a specific scope for the UFO decision area.

The BLM is initiating this planning effort to conform to two settlement agreements on 678,500 acres of BLM surface and 954,686 acres of subsurface mineral estate (see attached map). The BLM must consider management of oil and gas resources, areas of critical environmental concern, and lands with wilderness characteristics within the specific parameters described in the settlement agreements. For consistency, the BLM may propose additional alternatives to the settlement agreement which align with the alternatives identified as BLM preferred in the other two ongoing statewide plan amendments for big game and Gunnison sage-grouse.

### **Invitation to Participate as a Cooperating Agency**

State agencies, local governments, tribal governments, and other federal agencies may serve as cooperating agencies during the EIS process if found to have either jurisdiction by law or special expertise (40 CFR 1508.5). Based on preliminary evaluation, we believe that you meet this criteria. Cooperating agency status provides an opportunity for agencies to collaborate to enhance the BLM's planning efforts. More information about cooperating agencies can be found

in the BLM Desk Guide to Cooperating Agency Relationships:  
[https://www.blm.gov/sites/blm.gov/files/Services\\_CADRCooperatingAgencyGuide.pdf](https://www.blm.gov/sites/blm.gov/files/Services_CADRCooperatingAgencyGuide.pdf)

The UFO RMP Amendment project initiation will occur within 60 days of the Notice of Availability of whichever of the two statewide planning efforts occurs later. The BLM currently anticipates project initiation to commence in January 2024 with a Federal Register Notice of Intent and 60-day public scoping period. The project is expected to conclude with a Record of Decision/Approved RMP Amendment 24 months from project initiation. The BLM recognizes and appreciates that many agencies eligible for cooperating agency status are currently engaged in other statewide planning efforts, and that additional cooperating agency engagement may strain resources. While review timeframes will be brief and closely adhered to in order to keep the project on schedule, cooperating agencies may negotiate their level of involvement consistent with available staffing and resources. Please be assured that, whether or not you elect to participate as a cooperating agency, the planning schedule factors in multiple opportunities to participate during this planning effort. The BLM recognizes that agency decisions regarding public lands can have an impact on neighboring communities. The involvement of your agency helps ensure that resulting decisions are appropriate and effective.

If you are interested in participating as a cooperating agency, please respond to this letter by **November 3, 2023**. We will provide additional details about the process, including establishing a Memorandum of Understanding that identifies expectations and time commitments. If you have questions regarding the project or require additional information, please contact Angela LoSasso, project manager for the Uncompahgre Field Office RMP Amendment at (970) 210-5549 or [alosasso@blm.gov](mailto:alosasso@blm.gov), or Suzanne Copping, Uncompahgre Field Manager at (970) 240-5338 or [scopping@blm.gov](mailto:scopping@blm.gov). Thank you for your timely consideration and response. We look forward to hearing from you.

Sincerely,

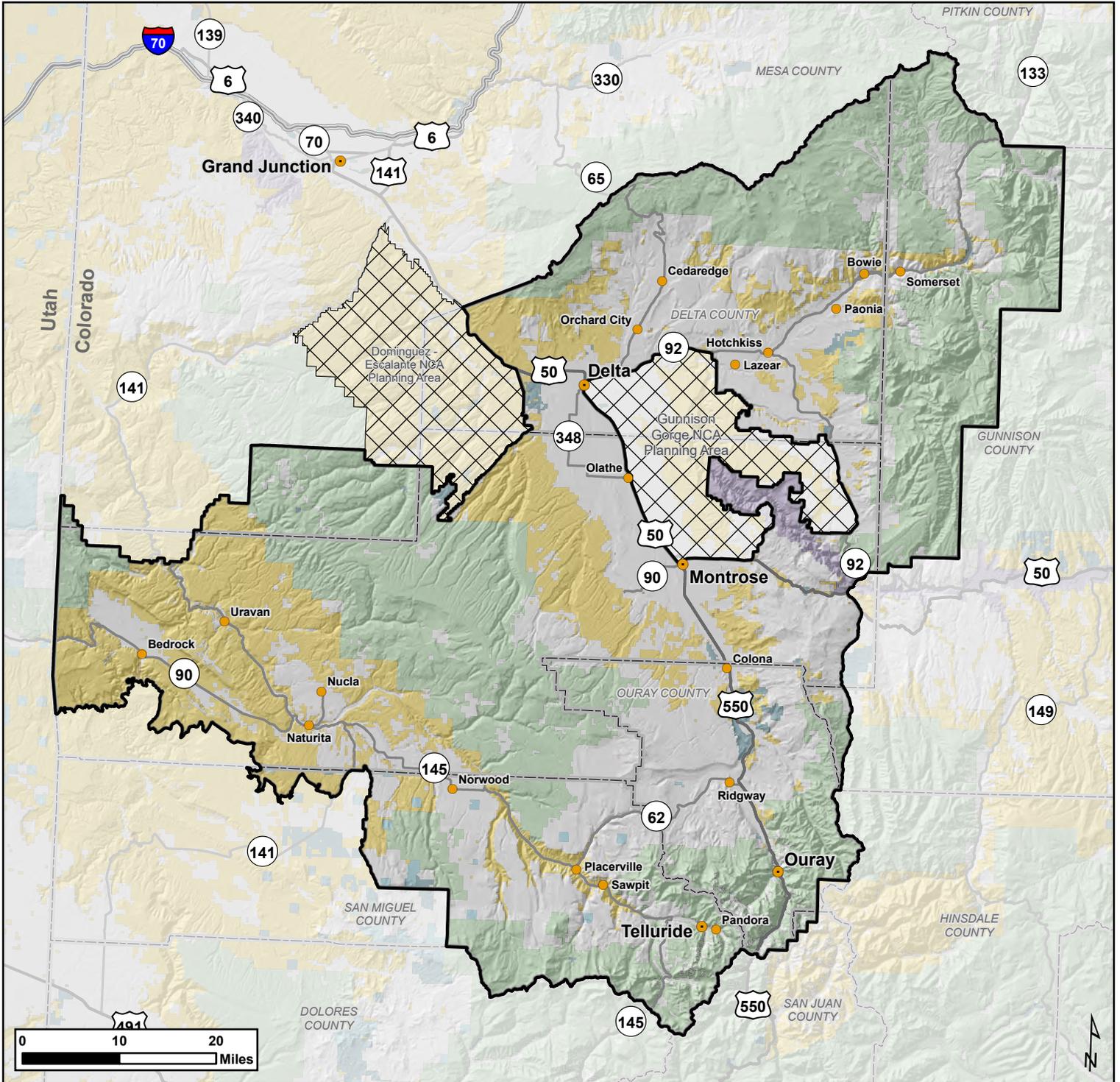
Suzanne Copping  
Uncompahgre Field Manager

Attachment: Map of the Planning Area



# Uncompahgre Field Office Resource Management Plan Amendment Planning Area

BLM Colorado | Southwest District | Uncompahgre Field Office



### Planning Area Boundaries

- Uncompahgre RMP Planning Boundary
- Outside of Decision Area

### Local Administrative Units

- City / County Seat
- Other City or Town
- County Boundary

### Surface Management Agency

- Bureau of Land Management
- National Park Service
- Other Federal
- Private
- State
- State, County, City Areas
- US Forest Service

Map Produced by BLM Uncompahgre Field Office Staff  
 File: 2022\_RMPA\_PrepPlanMaps  
 Date: 9/21/2023  
 Map Scale: 1:920,000  
 Coordinate System: NAD 1983 UTM Zone 13N  
 CO Reference System: U.S. PLSS NMM / 6th M

**DISCLAIMER:** No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Decisions in this document only apply to BLM lands. Routes depicted on non-BLM lands are displayed for information purposes only and do not grant access to non-BLM lands.



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

**Agenda Item:** Approval for a Memorandum of Understanding Between

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

**Parties to the Agreement:** Gunnison, USFS GMUG, USFS RMR

**Term Begins:**

**Term Ends:**

**Grant Contract #:** 24-MU-11020400-001

**Summary:**

This Memorandum of Understanding (MOU) establishes the cooperating agency relationship between the U.S. Forest Service, Rocky Mountain Region, Grand Mesa, Uncompahere and Gunnison National Forests and Gunnison County, Colorado, for the purpose of coordinating and cooperating

**Fiscal Impact:** N/A

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/11/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/11/2023

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/11/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/17/2023

**MEMORANDUM OF UNDERSTANDING BETWEEN  
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
ROCKY MOUNTAIN REGION,  
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS  
AND  
GUNNISON COUNTY, COLORADO  
AS A COOPERATING AGENCY**

- I. INTRODUCTION:** This Memorandum of Understanding (MOU) establishes the cooperating agency relationship between the U.S. Forest Service, Rocky Mountain Region, Grand Mesa, Uncompahgre and Gunnison National Forests (herein referred to as USFS) and Gunnison County, Colorado (herein referred to as Cooperator), collectively “the Parties,” for the purpose of coordinating and cooperating in the completion of an environmental analysis as required by the National Environmental Policy Act (NEPA) to analyze and disclose the effects of the USFS requested withdrawal of approximately 225,000 acres of USFS- and BLM-administered lands from all forms of entry, appropriation, and disposal under the public land laws; location, entry, and patent under the mining laws; and operation of the mineral leasing, mineral materials, and geothermal leasing laws, subject to valid existing rights, for a term of 20 years.

The USFS, in carrying forth its responsibilities and mandates (as identified under Part II, Background of this MOU) recognizes a compelling need to ensure that cooperating agencies are meaningfully involved in the preparation of the environmental analysis. As such, the USFS has requested, and the Cooperator has agreed, to participate as a Cooperating Agency pursuant to 40 CFR 1501.8.

**Project Title:** Thompson Divide Withdrawal Cooperating Agency

- II. BACKGROUND:** Pursuant to the NEPA at 42 U.S.C. § 4332, implementing regulations at 40 CFR Part 1500 and 43 CFR Part 1600, and the Federal Land Policy and Management Act (FLPMA) at 43 U.S.C. § 1712, the USFS is the lead federal agency for development of the Thompson Divide Withdrawal environmental analysis. The environmental analysis must comply with requirements of the NEPA, the FLPMA, and other applicable laws, regulations, and policies. The environmental analysis will be documented in an Environmental Assessment (EA). The USFS has the responsibility for the content of the EA. The USFS is also responsible for requesting the participation of other federal, state, local, and tribal government agencies and entities, and for cooperatively using their expertise during EA development.
- III. PURPOSES:** The purposes of this MOU are:
- A. To recognize that the USFS is the lead agency with responsibility for the completion of the EA.
  - B. To recognize the Cooperator possesses resources, knowledge, and expertise that will assist the USFS in completing the EA.
  - C. To provide a framework for communication, cooperation, coordination, and documentation between the Cooperator and the USFS that will be necessary to successfully complete the EA

in a timely, efficient, and thorough manner.

- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the environmental analysis process.
- E. To ensure the working relationship between the USFS and the Cooperator meets the purposes and intent of NEPA.

#### **IV. AUTHORITIES:**

- A. The authorities and regulations for the USFS to enter into and engage in the activities described within this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
  2. National Forest Management Act of 1976 (16 U.S.C. 1600 et seq.)
  3. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)
  4. Council on Environmental Quality Regulations for Implementing the NEPA (40 CFR Part 1500 et seq.)
  5. USFS planning regulations (36 CFR 219)
  6. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- B. The authorities of the Cooperator to enter into this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)

#### **V. THE COOPERATOR SHALL:**

- A. Participate as a Cooperating Agency in this environmental analysis process and is recognized to have special expertise in the following areas:
 

The Board of County Commissioners of the County of Gunnison, Colorado ("County"), through promulgation of its Land Use Resolution and pursuant to Colorado law, has adopted regulations to "establish reasonable and uniform limitations, safeguards and controls for exploration, extraction and processing of minerals. . . in the County that allow wise utilization of natural resources, eliminate or mitigate to the maximum extent feasible both on and off-site environmental and visual impacts, manages the extraction of mineral resources in a responsible manner while conserving other natural resources, ensure compatibility with surrounding land uses, protect the safety of the community, promote beneficial post-mining land uses, and protect the tax base of the County." LUR Section 9-401, as amended. Further, the County is a Cooperating Agency with regard to the Mt. Emmons Land Exchange currently pursued by and between Mount Emmons Mining Company and USFS. Finally, the County has been extensively involved in legislative efforts consistent with the proposed mineral withdraw that is the subject of this MOU.
- B. Provide information and technical expertise to the USFS regarding those elements of the EA, and the data and analysis supporting them, in which it has special expertise or for which the USFS requests assistance. In particular, provide information on the following topics:

Regulation of mineral extraction, operations and development at the local government level, as well as local government community leadership input with regard to the subject of this MOU.

- C. Assist the USFS with identifying and reaching key constituencies.
- D. Review and provide feedback on the draft EA and supporting materials during their public release.
- E. Agree that all data and information provided will become part of the USFS’s official record and will be available for public review, except as prohibited by the FOIA and/or the Privacy Act.

**VI. THE USFS SHALL:**

- A. Be responsible for the preparation of the EA and retains final responsibility for the content of the EA. Determine the purpose of and need for the EA and select the alternatives for analysis. In meeting these responsibilities, follow all applicable statutory and regulatory requirements.
- B. To the fullest extent consistent with its responsibilities as lead agency, request Cooperator input and consider the comments, recommendations, and/or data provided by the Cooperator during development of the EA, giving particular consideration to those topics on which the Cooperator possesses special expertise.
- C. To the fullest extent permitted by applicable law, provide the Cooperator with copies of documents underlying the environmental analysis relevant to the Cooperator’s responsibilities, including technical reports, data, analyses, etc.
- D. Provide the Cooperator with an update on the environmental analysis once per month, via a virtual format.

**VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement. Either Party may change its point of contact at any time.

**Cooperator Contacts:**

<b>Principal Contact</b>	<b>Administrative Contact</b>
Jonathan Houck, Chair Board of County Commissioners 200 E Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-7600 Email: <a href="mailto:jhouck@gunnisoncounty.org">jhouck@gunnisoncounty.org</a>	Matthew Hoyt, County Attorney 200 E Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-5300 Email: <a href="mailto:mhoyt@gunnisoncounty.org">mhoyt@gunnisoncounty.org</a>

**USFS Contacts:**

<b>Principal Contact</b>	<b>Administrative Contact</b>
Elysia Retzlaff Withdrawal Project Manager 1617 Cole Boulevard Lakewood, CO 80401 Telephone: 541-777-1355 Email: <a href="mailto:elysia.retzlaff@usda.gov">elysia.retzlaff@usda.gov</a>	Karla Swenson Lead Grants Management Specialist 203A Yellowstone Avenue Cody, WY 82414 Telephone: 307-219-8233 Email: <a href="mailto:karla.m.swenson@usda.gov">karla.m.swenson@usda.gov</a>

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the USFS or the Cooperator is sufficient only if in writing and transmitted electronically by e-mail, as follows:

**Cooperator Contacts:**

Melanie Bolling, Deputy County Clerk 221 N Wisconsin, Suite #C Gunnison, CO 81230 Telephone: 970-641-7600 Email: <a href="mailto:mbollig@gunnisoncounty.org">mbollig@gunnisoncounty.org</a>	Matthew Birnie, County Manager 200 E Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-5300 Email: <a href="mailto:mbirnie@gunnisoncounty.org">mbirnie@gunnisoncounty.org</a>
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**USFS Contacts:**

Elysia Retzlaff Withdrawal Project Manager 1617 Cole Boulevard Lakewood, CO 80401 Telephone: 541-777-1355 Email: <a href="mailto:elysia.retzlaff@usda.gov">elysia.retzlaff@usda.gov</a>	Chad Stewart, Forest Supervisor Grand Mesa, Uncompahgre, and Gunnison National Forests 2250 South Main Street Delta, CO 81416 Telephone: 970-874-6674 Email: <a href="mailto:chad.stewart@usda.gov">chad.stewart@usda.gov</a>
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Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the USFS or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of the Cooperator's contributions made under this MOU do not by direct reference or implication convey the USFS endorsement of Cooperator products or activities and does not by direct reference or implication convey the Cooperator's endorsement of USFS products or activities.
- E. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility,

substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any USFS obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. AUTHORITIES NOT ALTERED. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- G. IMMUNITY AND DEFENSES RETAINED. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. CONFLICT OF INTEREST. The Parties agree not to utilize any paid individual or organization for purposes of environmental analysis, including officials, employees, or third party contractors, having a financial interest in the outcome of the environmental analysis or requested withdrawal. Questions regarding potential conflicts of interest shall be referred to the USFS for consultation with Ethics Counselors for resolution.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. MANAGEMENT OF INFORMATION AND RECORDS. Any records or documents generated as a result of this MOU shall become part of the official USFS record maintained in accordance with applicable USFS Records Management policies. Any request for release of records associated with the implementation of this MOU to anyone outside the Parties must be determined by the USFS based on applicable laws, including the FOIA and the Privacy Act.

The Cooperator acknowledges that all supporting materials and draft documents used in the EA may become part of the USFS's case file for the requested withdrawal and are subject to

the requirements of the FOIA and other applicable federal statutes. The decision to withhold or release any supporting documents that originated from the Cooperator will be made by the USFS in consultation with the Cooperator.

Press inquiries on the withdrawal action procedures and environmental analysis should be referred to the USFS.

- K. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the USFS if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the USFS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modifications should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **September 30, 2024** at which time it will expire.

Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

**Cooperator**

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JONATHAN HOUCK, Chair  
Board of County Commissioners  
Gunnison County, Colorado

Date

**USFS**

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CHAD STEWART, Forest Supervisor  
U.S. Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

KARLA SWENSON  
Lead Grants Management Specialist  
United States Forest Service, Rocky Mountain Region

Date

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES**  
**Meeting Agenda for October 17, 2023**  
**County Commissioners' Meeting Room**  
**200 E. Virginia Avenue; Gunnison, CO 81230**  
**(Remote Option, Below)**

- Call to Order 10:30 am
  
- Agenda Review
  
- Financial Update
  
- Program Updates:
  - Child Support Services
  - Child Care Assistance Program (CCAP)
  - Economic Security
  - Community Services Block Grant (CSBG)
  
- Next Meeting: December 19, 2023
  
- Adjourn at 11:00 am

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDdTZHTFNrRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

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

**Agenda Item:** Board of Human Services: Financial Update

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Dept of Human Services Financial Stmt

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/13/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/17/2023

Gunnison/Hinsdale DHS Financial Report  
for the Period Ending  
August 31, 2023

<b>Expense</b>	YTD Expense <i>Gunnison</i>	YTD Expense <i>Hinsdale</i>	<i>Total</i>	Estimate of Gunnison County Only \$\$
155 HB 1451	34,413.67	-	34,413.67	-
340 Colorado Works (TANF)	150,865.43	7,320.58	158,186.01	30,173.09
340 Child Care	141,489.08	7,434.10	148,923.18	28,297.82
350 County Admin	373,580.25	855.67	374,435.92	74,716.05
350 Adult Protective Services	59,541.34	-	59,541.34	11,908.27
360 Child Welfare	618,173.32	39,975.77	658,149.09	123,634.66
360 Core Services	119,001.97	18,366.74	137,368.71	23,800.39
365 Child Support Enforcement	76,384.90	1,173.80	77,558.70	25,970.87
380 LEAP	120,400.62	7,751.78	128,152.40	-
380 Aid to Needy Disabled	18,641.19	-	18,641.19	3,728.24
380 Old Age Pension	68,149.53	1,019.78	69,169.31	-
380 Food Assistance	1,847,059.12	11,849.75	1,858,908.87	-
380 Grants	47,589.00	-	47,589.00	-
	<u>3,675,289.42</u>	<u>95,747.97</u>	<u>3,771,037.39</u>	<u>322,229.38</u>

Signatures

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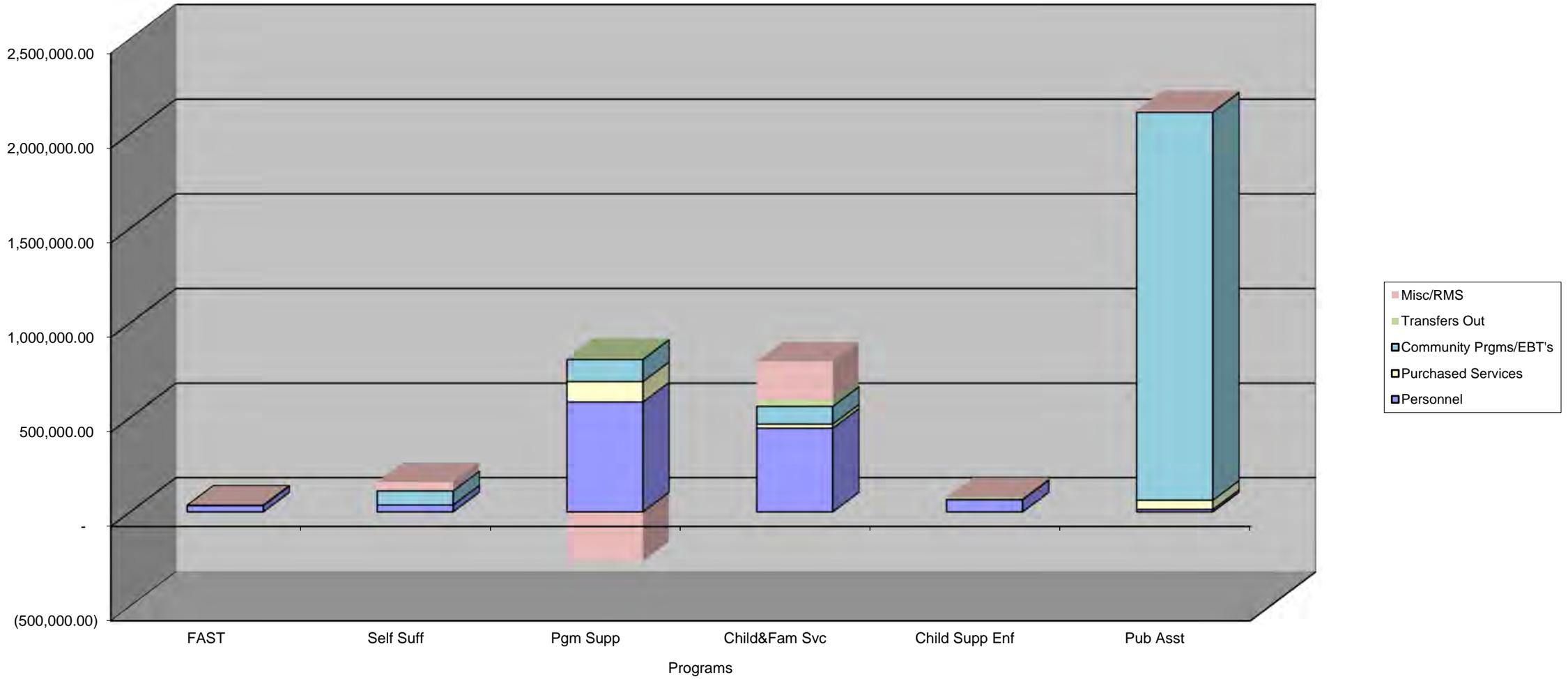
Director, Gunnison/Hinsdale DHS

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Chair, Gunnison/Hinsdale Board Human Services

Gunnison/Hinsdale DHS Financial Report for the Period Ending August 31, 2023																												
	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Grand
	155-0	340-1	340-6	340-1	340-6	350-2	350-2	350-7	360-1	360-6	360-2	360-7	365-1	365-6	380-1	380-6	380-21	380-71	380-22	380-72	380-32	380-82	380-00	Totals	Totals	Totals		
<i>Expense</i>	<i>HB 1451</i>	<i>CO Works</i>	<i>CO Works</i>	<i>Child Care</i>	<i>Child Care</i>	<i>Cty Admin</i>	<i>APS</i>	<i>Cty Admin</i>	<i>Child Welfare</i>	<i>Child Welfare</i>	<i>Core Svcs</i>	<i>Core Svcs</i>	<i>Child Supp Enf</i>	<i>Child Supp Enf</i>	<i>LEAP</i>	<i>LEAP</i>	<i>AND</i>	<i>AND</i>	<i>OAP</i>	<i>OAP</i>	<i>Food Assist</i>	<i>Food Assist</i>	<i>Public Assist</i>					
5110 SALARIES-DEPT HEAD/SUPERVISOR						83,081.75																		83,081.75		83,081.75		
5111 SALARIES-FULL TIME	20,819.09	23,052.94	5,763.24	3,156.06	2,795.73	322,833.90	7,091.40		219,299.28	30,407.62	95,003.61	14,598.59	47,589.30	480.70	2,969.81									1,347.68	743,163.07	54,045.88	797,208.95	
5112 SALARIES-PART TIME	4,340.24			14,427.67	3,556.26	950.96	19,578.60								2,826.02									4,116.82	46,240.31	3,556.26	49,796.57	
5113 OVERTIME						21,302.93																			21,302.93		21,302.93	
5210 PAYROLL TAX-FICA	1,810.65	1,718.28	429.56	1,305.04	450.18	32,269.27	1,949.96		16,105.06	2,235.04	7,080.05	1,086.74	3,422.25	34.56	443.37									413.04	66,516.97	4,236.08	70,753.05	
5220 HEALTH INSURANCE	4,557.16	3,065.70	766.42	615.90	547.46	42,464.98	2,145.09		24,944.00	2,606.45	8,681.32	1,833.65	9,677.37	97.74	1.18									189.00	96,341.70	5,851.72	102,193.42	
5222 LIFE INSURANCE	23.94	22.90	5.73	4.26	3.62	496.60	7.63		279.69	32.36	111.92	21.20	63.95	0.65	0.68									1.80	1,013.37	63.56	1,076.93	
5230 RETIREMENT	829.84	1,152.65	288.17	590.64	246.47	17,349.80	800.09		9,216.43	1,506.66	4,327.88	624.10	2,379.48	24.02	89.10									56.44	36,792.35	2,689.42	39,481.77	
5240 UNEMPLOYMENT INSURANCE	37.76	34.59	8.69	26.36	9.52	643.78	40.54		332.27	45.63	142.47	21.95	71.39	0.72	8.68									8.22	1,346.06	86.51	1,432.57	
5250 WORKERS' COMPENSATION INSURANCE	29.82	18.28	4.57	45.55	13.30	413.44	62.29		1,385.47	80.54	675.17	171.63	49.36	0.48	4.54									7.78	2,691.70	270.52	2,962.22	
5260 EMPLOYEE ASSISTANCE PREMIUM	33.21	18.04	4.52	28.10	8.16	273.26	38.13		122.93	12.59	45.79	8.88	32.48	0.32	8.73									10.48	611.15	34.47	645.62	
5280 LIFELOCK BENEFIT				7.79	6.93	115.95			15.68	8.33	18.76				4.74										162.92	15.26	178.18	
6110 OFFICE SUPPLIES						3,979.49									3.84										3,983.33		3,983.33	
6120 OPERATING SUPPLIES						1,006.63			161.07																1,167.70		1,167.70	
6170 POSTAGE						686.25									23.05										709.30		709.30	
6180 PHOTOCOPY	15.32					71.22																			86.54		86.54	
6610 EQUIP & FURN UNDER \$4000						23,008.61																			23,008.61		23,008.61	
6611 COMPUTER EQUIP UNDER \$1000						(90.60)																			(90.60)		(90.60)	
6630 EDUCATION/PROMOTION																												
7020 TELEPHONE SERVICE						5,257.23	360.00		2,075.04																7,692.27		7,692.27	
7022 CELL PHONE						1,400.00			2,200.00																3,600.00		3,600.00	
7030 INTERNET						1,333.36																			1,333.36		1,333.36	
7210 REPAIR & MAINT - BUILDING																												
7220 REPAIR & MAINT - EQUIPMENT						4.24																			4.24		4.24	
7245 MAINTENANCE CONTRACTS						2,396.87																			2,396.87		2,396.87	
7310 TRAVEL - TRANSPORTATION						18.69			2,120.80																	2,139.49		2,139.49
7311 TRAVEL - MOTOR POOL						509.52			613.80				359.70		43.56											1,526.58		1,526.58
7312 TRAVEL - MEALS						77.59			805.79				37.88													921.26		921.26
7313 TRAVEL - LODGING						570.71			685.24				339.00													1,594.95		1,594.95
7329 PROFESSIONAL SERVICES	1,250.00					271.00	1,970.75		9,641.70				374.66												41,437.74	54,945.85	54,945.85	
7330 MEETINGS - SUPPLIES						788.04																				788.04		788.04
7331 MEETINGS - MEALS						1,139.11			1,055.92																	2,195.03		2,195.03
7332 MEETINGS - REGISTRATIONS						860.33			308.00				461.00													1,629.33		1,629.33
7341 RENTAL - BUILDINGS & LAND						56,598.00																				56,598.00		56,598.00
7352 DISPATCH FEES						3,683.00																				3,683.00		3,683.00
7354 ADMINISTRATION FEES		10.87		0.83		5,483.54		855.67	0.83				503.91	1.56												5,999.98	857.23	6,857.21
7361 BOOKS & SUBSCRIPTIONS																												
7410 ADVERTISING & LEGAL NOTICES						407.56			1,512.55						7,387.07											9,307.18		9,307.18
7420 PRINTING & PUBLISHING						669.35																				669.35		669.35
7430 DUES & MEMBERSHIPS						2,509.00																				2,509.00		2,509.00
7440 SCHOOLS & TRAINING									1,103.61																	1,103.61		1,103.61
7460 AUDITING						2,593.03																				2,593.03		2,593.03
7470 INSURANCE & BONDS						7,834.77																				7,834.77		7,834.77
7490 MAPPING SERVICES						176.64																				176.64		176.64
7491 COMPUTER SERVICE FEES	666.64					8,166.64																				8,833.28		8,833.28
7492 EQUIPMENT USAGE						1,789.92																				1,789.92		1,789.92
7502 ELECTRONIC BENEFITS TRANSFERS		73,987.08		108,075.22	2,168.00	6,664.94			90,374.03		2,915.00				106,586.25	7,751.78	18,641.19			58,191.16	1,009.78	1,847,059.12	11,849.75		2,312,493.99	22,779.31	2,335,273.30	
7801 TRANSFER TO GENERAL FUND						3,841.87	4,255.96		33,631.77	227.02			11,023.17	533.05												52,752.77	760.07	53,512.84
8220 FURNITURE & FIXTURES																												
9012 RMS EXPENSE		47,784.10	49.68	13,205.66	(2,371.53)	(292,322.92)	21,240.90		200,182.36	2,813.53									9,958.37	10.00					48.47	501.68	550.15	
9044 FLEX FOR FAMILIES																												
<b>Totals</b>	<b>34,413.67</b>	<b>150,865.43</b>	<b>7,320.58</b>	<b>141,489.08</b>	<b>7,434.10</b>	<b>373,580.25</b>	<b>59,541.34</b>	<b>855.67</b>	<b>618,173.32</b>	<b>39,975.77</b>	<b>119,001.97</b>	<b>18,366.74</b>	<b>76,384.90</b>	<b>1,173.80</b>	<b>120,400.62</b>	<b>7,751.78</b>	<b>18,641.19</b>	<b>-</b>	<b>68,149.53</b>	<b>1,019.78</b>	<b>1,847,059.12</b>	<b>11,849.75</b>	<b>47,589.00</b>	<b>3,675,289.42</b>	<b>95,747.97</b>	<b>3,771,037.39</b>		
2023 YTD Actual	34,413.67	150,865.43	7,320.58	141,489.08	7,434.10	373,580.25	59,541.34	85																				

DHS Expenses  
Period Ending  
8/31/23



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

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**Agenda Item:** Program Update: Economic Security

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Update from the ESS Team at HHS

**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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/13/2023

Consent Agenda

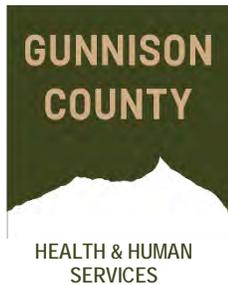
Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 10/17/2023

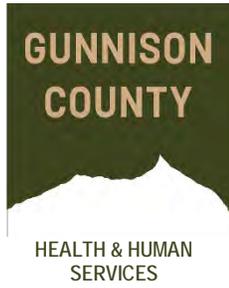
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## **Economic Security Services Update 10/17/23**

- End of PHE in May 2023
  - Impact on Clients enrolled on Medicaid Programs
  - Increased workload on Eligibility and Admin Teams
  - Extension of PHE Funding through 6/2024
  - Gunnison County issued \$182k in SNAP benefits in September 2023
  - Max Allotment ended in March for SNAP clients – SNAP program reverted back to calculated benefits
  - Able-Bodied Adult(s) Without Dependents (ABAWD) rule change – “As a condition of eligibility for SNAP benefits, each household member who is not exempt must comply with SNAP work requirements. The intent of the work requirements is to promote SNAP recipients to self-sufficiency through the dignity of work” – CDHS
- Gunnison Senior Care Center has been operating at 2/3 capacity due to staffing and has caused some residents to be placed in facilities outside of Gunnison County
- C-Stat Distinguished Performance Award for 2022. Kudos to an amazing front desk/admin staff. I think Hinsdale Public Health also played a part in this by helping connect Hinsdale residents with an Eligibility Team and resources located in Gunnison
- Two Eligibility Technician vacancies came up in May and June. We recently filled both positions
- Family Planning Limited Benefit – New category (within the last 14 months) of Medical Assistance. This is MA for people who are over income for Medicaid, but meet all other Medicaid requirements. This program is also available to non-citizens. Helps with the cost of birth control services, but also offers STI/STD testing and treatment
- Behavior Health Admin – New High-Level Program Group. The goal is to expand access to mental health and substance abuse services.



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Gunnison



## Gunnison County Fact Sheet

**\$24,839,504**

Total Health First Colorado expenditure

**23.33%**

of the county population is enrolled in Health First Colorado

**4,031**

Average number of Health First Colorado members enrolled per month

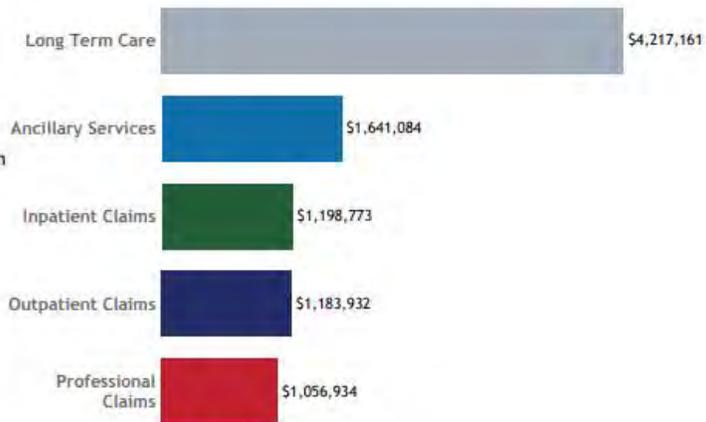
**2,082**

of these members were Affordable Care Act (ACA) Expansion Adults & Parents

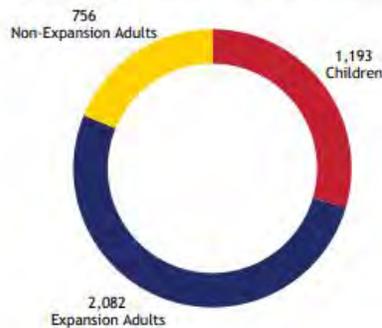
**189**

Number of Child Health Plan Plus (CHP+) members

### Top 5 Health First Colorado Claim Types\*



### Health First Colorado Population



Gunnison Medicaid Data FY 2023