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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 2, 2024

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:30 am

- Call to Order; Agenda Review
- Gunnison County Board of County Commissioners (BOCC) Board Reorganization and Commissioner Appointments:
 1. Designate BOCC Chairperson and Vice Chairperson for 2024
 2. Gunnison Valley Rural Transportation Authority Board (two voting members, one-year terms)
 3. Region 10 Board (one voting member, one-year term)
 4. Early Childhood Council (one voting member, one-year term)
 5. Club 20 (one voting member, one-year term)
 6. Gunnison County Sick Leave Bank Board (one voting member, one-year term)
 7. Gunnison Chamber of Commerce (one ex-officio member, one-year term)
 8. Rural Welcoming Initiative Committee (one non-voting advisory member, one-year term)
 9. Southwest Colorado Opioid Regional Council (one voting member, two-year term)
- Scheduling:
 1. 2024 Board of County Commissioners Meeting Agenda Posting Locations
- 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. 2024 Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) Application; Colorado Division of Homeland Security & Emergency Management; \$263,140.60
 2. Acknowledgement of County Manager Signature; Contractor Agreement; Bethany Montlary; Janitorial Services in Gunnison County Blackstock Building; 7/1/2023 thru 6/30/2025; \$49,085 Annually
 3. Temple Hoyne Buell Foundation Grant Acceptance Letter; Grant #7719; \$15,000
 4. Temple Hoyne Buell Foundation Grant Acceptance Letter; Grant #7753; \$64,000
 5. Resolution Rescinding the Continuation of the Lowline Fire Local Disaster Emergency in Gunnison County
 6. Contractor Agreement; SG Interests I, Ltd.; Snow Plowing on County Road 265; 1/1/2024 thru 7/1/2024; \$5,000
 7. Memorandum of Understanding by and between Gunnison County and National Forest Foundation for Gunnison County Stewardship Coordinator Position Affiliated with the Great Outdoors Colorado Stewardship Impact Grant Program of Work; Shared Stewardship Coordinator Position; \$120,000
 8. Colorado Retirement Association Retirement Plan and Trust Agreement Participation Agreement; Gunnison County Participating Employer 401(a) Plan Discretionary Employer Matching Contributions Policy
 9. Memorandum of Understanding; State of Colorado Department of Early Childhood; Child Care Assistance Program; 1/1/2023 thru 6/30/2025
 10. Memorandum of Understanding; State of Colorado Department of Human Services; Colorado Works Program; 7/1/2022 thru 6/30/2025

8:35 am

- Gunnison County Boards and Commissions Appointments:
 1. Gunnison Valley Health Board of Trustees; Fill Two Vacancies for Five-Year Terms
 - Applicants: Donald Haver and Marla Covey
 2. Colorado River Water Conservation District Board; Fill One Vacancy for a Three-Year Term
 - Applicants: Sonja Chavez and Brooke Zanetell

*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, January 2, 2024

Page 2 of 2

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

8:40 am

- Boundary Line Adjustment; Almont Fire House LLC, Adobe House LLC, Bighorn LLC; LUC-23-00051

8:45 am

- Thompson Divide Withdrawal; Gunnison County's Comments on the December 2023 Draft Environmental Assessment and Notice of No Significant Impact

9:00 am

- Presentation by County Attorney Matt Hoyt Regarding Colorado Open Meeting Laws, Ex Parte Communications in Quasi-Judicial Proceedings, Conflicts of Interest, and Ethics
- **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.
- Adjourn

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

ZOOM MEETING DETAILS:

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

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 12/29/2023 to 2/29/2024

Board of County Commissioners

- 1. BOCC Regular Meeting**
January 2, 2024, 8:30 AM @ BOCC Boardroom
- 2. Joint Public Hearing; Gunnison County Board of County Commissioners and Gunnison County Planning Commission**
January 4, 2024, 9:00 AM @ Planning Commission Meeting Room
Joint Public Hearing: LUC-22-00052 Minor Impact Review: Elk Ranch Homestead Subdivision
- 3. Mayors & Managers Meeting - Hosted by the Upper Gunnison River Water Conservancy District**
January 4, 2024, 12:00 PM - 1:30 PM
- 4. BOCC Work Session**
January 9, 2024, All Day @ BOCC Boardroom
- 5. BOCC Regular Meeting**
January 16, 2024, All Day @ BOCC Boardroom
- 6. BOCC Work Session**
January 23, 2024, All Day @ BOCC Boardroom
- 7. Mayors & Managers Meeting - Hosted by City of Gunnison**
February 1, 2024, 12:00 PM - 1:30 PM
- 8. BOCC Regular Meeting**
February 6, 2024, All Day @ BOCC Boardroom
- 9. BOCC Work Session**
February 13, 2024, All Day @ BOCC Boardroom
- 10. BOCC Regular Meeting**
February 20, 2024, All Day @ BOCC Boardroom
- 11. BOCC Work Session**
February 27, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

- 1. Holiday - New Year's Day - Offices Closed**
January 1, 2024, All Day
- 2. Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
January 15, 2024, All Day
- 3. Holiday - Washington's Birthday - Offices Closed**
February 19, 2024, All Day

Gunnison-Hinsdale Board of Human Services

- 1. Gunnison-Hinsdale Board of Human Services Meeting**
February 20, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024 Emergency Management Performance Grant (EMPG)

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and State of Colorado (DHSEM)

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Application for the 2024 Emergency Management Program Grant

Fiscal Impact: Requires 50% match, depends on award amount

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/14/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/14/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/14/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/14/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024



COLORADO

**Division of Homeland Security
& Emergency Management**

Department of Public Safety

2024

**Emergency Management Performance Grant (EMPG)
Local Emergency Management Support (LEMS)**

**Program Guidance
and
Application Packet**

Foreword: Message from the Division and Emergency Management Directors

Emergency Management Community Partners,

Enclosed please find guidance and the application kit for the 2024 Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) program. The deadline for returning completed applications to your Colorado Division of Homeland Security and Emergency Management (DHSEM) Field Manager (FM) with signatures is **January 12th, 2024**.

EMPG is the primary source of Federal funding directed to State, Local, and Tribal governments to support all-hazard emergency management programs through personnel, planning, training, and exercises. Program objectives for each applicant jurisdiction include the capability to perform crisis and consequence management tasks as indicated in the Emergency Management Functions (EMF) at the Type IV level for 24 to 72 hours. Nationally, approximately half of the funding to states is passed through to Local and Tribal jurisdictions. In Colorado, funds retained at the State level are also used to support Local and Tribal programs through activities including state-sponsored training and exercises, conferences, provision of tools such as WebEOC, and staff that provide technical assistance focused on planning, resource management, alert and warning, response coordination, hazard mitigation, public education, community recovery, interoperable communications, and training and exercise.

In 2020, the Homeland Security Advisory Committee (HSAC) adopted eligibility requirements and a funding formula for all awards beginning with the 2022 grant application. The key changes to EMPG eligibility are:

- Funding will be limited to all 64 Counties, the 2 Tribal Nations, and municipalities with a population of greater than 250,000 people and residing in more than one County.
- Emergency Management programs must consist of an Emergency Manager working a minimum of a 50% full-time equivalent (FTE) in emergency management that is documented in a job description.
- Applicants must have an adopted and State approved base Emergency Operations Plan (EOP) that scores at least 90% for the 33 critical components outlined in the EOP evaluation tool and is consistent with Comprehensive Preparedness Guide 101 version 3.0 (2021).

In the event a County would like to pass through its award to a municipality or special district, the County will remain the applicant, must meet all eligibility requirements, and will be responsible for all quarterly and closeout reporting.

The funding formula was fully implemented in 2023 meaning that all requirements must be met for eligibility for the current and all future grant years. Field Managers can provide jurisdictions with what they can anticipate for a minimum Small Dollar Grant Award (SDGA). The final formula, which determines the actual award amount, will be calculated once all eligible applications have been received.

In order to be eligible to receive reimbursement for the full award, each jurisdiction must perform the base program requirements and items in the work plan selected from Table 3, Elective Planning Options. DHSEM Field Managers will meet with you during the application process and discuss eligibility, program needs, develop an appropriate work plan, and potential funding implications for the grant year. Please note that up to 75% of your total grant award is available for completing the program requirements. The remaining 25% will be

awarded based on the completion or measurable progress of work plan items from Table 3. Unused funds will be de-obligated 90 days from the end of the grant agreement.

Field Managers, in consultation with the Program Manager, will send a letter to each program that did not fully complete or demonstrate measurable progress on projects from their Work Plan. This letter will identify where the program could be at risk of losing funding. The state has an appeal process for jurisdictions that disagree with any ruling of the Program Manager on work plan progress. The first level appeal is to the DHSEM Office of Emergency Management (OEM) Director. The final appeal level is to the DHSEM Division Director. The local agency administrator/lead and the Emergency Manager must participate in the appeals process.

The last aspect of the implementation of the funding formula is an annual special project grant. DHSEM will offer a special project grant in 2024 that will have a base amount of \$100,000. De-obligated funds from the 2023 grant cycle may be added to the base amount to determine the total available amount. A separate grant application will be released once the amount is determined and grant priorities have been determined. The special projects grants will have all of the same eligibility and matching requirements.

The Federal Emergency Management Agency (FEMA) has informed States that Federal guidance for the program will emphasize the following three strategic goals:

- Instill equity as a foundation of emergency management
- Lead the whole of community in climate resilience
- Promote and sustain a ready FEMA and prepared nation

FEMA is encouraging State, Local, and Tribal organizations to undertake activities that further support these goals by utilizing the principles of comprehensive planning, training, exercising, and assessment of hazards, risks and capabilities. The work plan template is based on the Emergency Management Function (EMF) format and is consistent with previous program guidance.

We value our strong relationships with our Local and Tribal partners in Colorado and look forward to working collaboratively to strengthen program capabilities. If you have questions or concerns, please do not hesitate to contact us or members of the OEM Field Operations Staff, including Trevor Denney, EMPG Program Manager (trevor.denney@state.co.us), or your Field Manager.



Kevin R. Klein
Division Director



Michael J. Willis
Emergency Management Director

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To apply for FFY 2024 EMPG-LEMS funding, the applicant must complete and submit their application with signatures through EMGrants Pro (EMGPro) by 11:59pm on January 12th, 2024. No late applications will be accepted.

The EMPG application on EMGrants Pro closely follows the paper forms from previous grant years. Forms can be provided for reference, but will not be accepted for the application. A reference guide will be provided to assist with navigating EMGrants Pro, and you may also contact your Field Manager for assistance. Below is the link to the EMGrants Pro website: <https://co.emgrants.com/>

Reference Application Packet:

- i. Part I, EMPG-LEMS Grant Activities/Work Plan Template
- ii. Part II, Jurisdiction Information and Signatures
- iii. Part III, Staffing Pattern and Funding Request
- iv. Current Position Descriptions (Certified, signed and dated by both the employee and supervisor)
- v. Federal Funding Accountability and Transparency Act (FFATA)
- vi. W-9 and Electronic Funds Transfer (EFT) Submit only, if any updates are required.

Additional Supporting Documents:

Colorado Emergency Operations Plan Review Tool, Companion Document, and Template
National Qualification System (NQS) Implementation Plan Template

EMPG-LEMS Program Guidance

Statutory Requirement

According to the Colorado Disaster Emergency Act (Title 24, Article 33.5, Part 7 section 707), the Mayor, Chair of the Board of County Commissioners, or other principal Executive Officer of each county in the state, or any city designated by the Governor to have an emergency management agency is required to; (1) notify the Colorado Division of Homeland Security and Emergency Management (DHSEM) of the manner in which the political subdivision is providing or securing disaster planning and emergency services, (2) prepare and maintain a current disaster emergency plan, (3) identify the person who heads the agency from which services are obtained, and (4) furnish additional information relating to program activities as requested by DHSEM.

To satisfy this statutory requirement, Counties and designated Municipalities shall complete Part II of the EMPG-LEMS Application Packet. Part II requires the signature of the Mayor, Chairman of the Board of County Commissioners, or other Chief Executive Official as designated by the jurisdiction. Completion of Part II alone does not constitute a request for EMPG-LEMS funding support. Applicants for EMPG-LEMS funds must submit a complete application packet in EMGrants Pro no later than midnight on January 13th, 2024.

The Colorado Disaster Emergency Act, C.R.S 24-33.5-705(3), requires the Colorado Office of Emergency Management (OEM) to take part in the development and revision of local and inter-jurisdictional disaster plans; consult with political subdivisions and disaster agencies regarding the status of their disaster plans and make field examinations.

Purpose of EMPG-LEMS Program

The purpose of the EMPG-LEMS program is to assist in the development of comprehensive, risk-based, all-hazard emergency management programs at the State, Local, and Tribal government levels and to improve emergency preparedness through integrated planning, training, and exercising while addressing prevention, protection, mitigation, response, and recovery capabilities. EMPG funds are authorized by Congress on an annual basis and passed to the States through the Federal Emergency Management Agency (FEMA). These funds are intended to reimburse programs for up to 50 percent of incurred costs for staff, travel, planning, training, office maintenance, Emergency Operations Center (EOC) enhancements, and other eligible costs. EMPG-LEMS funding may not be utilized for response operations.

Delayed Nature of Funding

The FEMA EMPG Notice of Award is typically administered to the States and territories around August or September of each year to accept the funding, well after local government budgets have been approved and spending has already occurred. To close the gap due to the timing of funds from the Federal government to the State and the State delaying awards to local governments, DHSEM is issuing two SDGAs (Small Dollar Grant Awards) that cross Federal grant years. With this issuance, the disbursement of funds for subrecipient reimbursements will occur closer to when the actual costs are incurred. While a reduction in future allocations cannot be ruled out; EMPG has strong, broad-based support both in Washington and nationwide and will continue to be the primary program for sustaining State, Local, and Tribal emergency management programs in the foreseeable future. This grant is made available to local programs on a calendar year basis. The grant performance period will be January 01, 2024 through December 31, 2024.

Program Funding Allocation and Reimbursement

Subrecipients for the 2024 EMPG-LEMS will have grant awards determined by the funding formula adopted by the Homeland Security Advisory Committee (HSAC). Reimbursement will be via a two-tier funding model. Each sub-recipient will receive reimbursement for up to 75% of its annual award for completion of the minimum base program requirements and State supported initiatives. The other 25% will be reimbursed based on progress towards completion of planned elective activities submitted to and approved by the Field Managers assigned to the 10 Service Areas from the Colorado Division of Homeland Security and Emergency Management, Office of Emergency Management.

- Base funding allocation (75%)

To be eligible to receive the base portion of the grant, each Subrecipient must complete the minimum program requirements as included in the Planned Activities template (work plan) located with supplemental documents of this guidance. Additionally, each jurisdiction shall submit the job description of the individual(s) responsible for emergency management program development and maintenance. This document shall indicate that it is valid January 01, 2023 through December 31, 2023 and specify responsibility for maintenance of the emergency management program.

- Elective performance allocation (25%)

The remaining 25% of a sub-recipient's reimbursement will be dependent on the submission and approval of products that meet recognized standards, criteria, and guidance. Table 4-Elective Planning Options, identifies products and evaluation criteria that Emergency Managers may pick from that best meet the needs of their planning efforts in support of their program. As part of the application process, the applicant will pick the product (s) it wants to work on from Table 4. Program priorities not included in Table 4 may be negotiated with the Field Manager for work plan approval. The base funding, plus the elective product/activity selected from Table 4, will equate to 100% contract funding. The Field Manager will provide technical assistance and guidance regarding all work plan products as requested.

- All EMPG programs will be required to submit:

- (1) Certified time card for 100% EMPG funded staff or signed Job Description with proof of payment.
 - a. Print out from the accounting system (i.e. General Ledger)
 - b. Print out from the payroll system showing wages and benefits
- (2) All other backup documents will be required and proof of payment
 - a. Invoice
 - b. Print out from the accounting system (i.e. General Ledger)

References for Program Administration

The Emergency Management Standard published by the Emergency Management Accreditation Program (EMAP 5-2022) establishes standards and performance criteria for Emergency Management programs. The [Emergency Management Standard](#) defines an Emergency Management Program as a system that “encompasses all organizations, agencies, departments, entities, and individuals having responsibilities” in management and coordination of prevention, mitigation, preparedness, response, and recovery activities for all hazards.

The Assistance Listing number for the EMPG is **97.042**. FEMA- funded activities through the EMPG must meet the requirements of [2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) for Grants and Cooperative Agreements to State and Local Governments, also known as “Uniform Guidance”.

All costs, including personnel compensation, must comply with [2 CFR §200.400 through §200.476](#). The FEMA allowable equipment categories are listed on the [Authorized Equipment List \(AEL\)](#).

Additional references concerning Administrative, Cost Principles, and Audit Requirements are cited below.

[Audit Requirements 2 CFR §200.500 through §200.521](#)

[Suspension and Debarment 2 CFR §200.214](#)

[Governmentwide Requirements for Drug-Free Workplace \(Financial Assistance\) 2 CFR part 182](#)

[Lobbying 2 CFR §200.450](#)

[FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#) and [2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment](#)

[Compensation-personal services 2 CFR §200.430](#) and [Compensation-fringe benefits 2 CFR §200.431](#)

[Procurement Standards 2 CFR §200.317 through §200.327](#)

Emergency Management Functions (EMFs)

Planned activities identified in Local and Tribal work plans should be based on the 15 Emergency Management Functions (EMFs) identified in this guidance. The 15 EMFs provide program elements or activities for strategic planning and for measuring emergency management program progress and effectiveness. The EMF standards have been traditionally utilized by the State, are derived from FEMA guidance documents, and the Emergency Management Standard as defined through the Emergency Management Accreditation Program (EMAP), and are consistent with National Fire Protection Association (NFPA) 1600 standards.

Table 1-Emergency Management Functions

Program Capability	Emergency Management Function (EMF)	Key Activities
Program Management	EMF-1: Finance & Administration	Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports (work plan), equipment inventory and monitoring
	EMF-2: Laws & Authorities	Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations

Hazard Mitigation	EMF-3: Risk Assessment	Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment) /THIRA (Threat and Hazard Risk Identification and Assessment), development of corresponding risk management strategies
	EMF-4: Hazard Mitigation Plans & Projects	Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews
Plans	EMF-5: Emergency Operations Plans	Development/upgrades/revisions of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 3.0, fostering partnerships with EOP stakeholder agencies and organizations
	EMF-6: Recovery Plans	Development/upgrades/revisions of Local/Tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations
Preparedness	EMF -7: Training	NIMS training delivery, professional development for staff, development of Local/Tribal Integrated Preparedness Plan (IPP)
	EMF-8: Exercises	Participation in exercises as “Sponsoring” and/or “Participating” agencies
Operations	EMF-9: Incident Management	EOC management, Continuity of Operations (COOP), multi-agency coordination, support of incident command operations
	EMF-10: Communications	Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc.
	EMF-11: Operations Procedures	Development/maintenance of systems (Web EOC), processes (resource order process), capabilities (EOC management training), and Plans (COOP) to support incident operations.
	EMF-12: Mutual Aid	Maintenance of local, interagency, regional and statewide intergovernmental agreements
Logistics	EMF-13: Resource Management	Development/maintenance of local resource mobilization plans and processes, including database management systems, inventory, financial controls and relevant forms.
	EMF-14: Facilities Management	Monitoring & maintenance of EOC/Alternate EOC facilities and equipment.
Public Information	EMF-15: Crisis Communication, Public Information and Education	Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of local Alert and Warning Plans and procedures.

Supporting National Preparedness Initiatives

In addition to enhancing comprehensive all-hazards emergency management capabilities, EMPG-LEMS funding provides an opportunity to support state and national homeland security strategies and strengthen national preparedness. Presidential Policy Directive 8: National Preparedness (PPD-8), signed on March 30, 2011, describes the Nation's approach and preparation efforts for the threats and hazards that pose the greatest risk to the security of the United States.

The EMPG Program plays an important role in the implementation of PPD-8 by supporting the development and sustainment of the 32 "core capabilities". The core capabilities represent an evolution from the Target Capabilities List (TCL). Federal guidance requires States, as well as Local and Tribal partners, to tie activities more closely to enhancing core capabilities. DHSEM has determined that, for FFY 2024, participants will fulfill the obligation to support core capabilities by meeting the FFY 2024 Program Requirements outlined below. Files and information on PPD-8 and core capabilities can be found at: <http://www.fema.gov/ppd8>.

Program Requirements

Jurisdictions receiving EMPG-LEMS program funds are required to work toward completion in current or a multi-year program cycle as supported by FMs of all tasks and planned activities identified, submitted, and approved in their annual work plan. Applicants for EMPG-LEMS support must complete the minimum program requirements as follows:

- 1. Development and maintenance of a formally adopted current Emergency Operations Plan (EOP) which includes 90% of the critical components identified in the EOP evaluation tool; and includes a Local alert and warning plan/annex. (Federal and State requirement, equates to 20% of the 75% base allocation)**

CRS 24-33.5, §§ 707 requires all Colorado Counties to have a current Emergency Operations Plan (EOP) which serves the entire County. All program recipients and sub-recipients must implement, maintain, and revise as necessary a jurisdiction-wide all hazard EOP that is consistent with CPG-101 v.3 (September 2021), which serves as the foundation for State, Local, and Tribal emergency planning. In order to be considered current, plans must be adopted within the past three (3) years.

Subrecipients are required to submit an adopted local alert and warning plan that incorporates a whole community planning approach encompassing the jurisdiction's alert and warning capability, plan for public information distribution, and how ongoing public information will be coordinated and distributed. Additional information on the development of this plan can be found in CPG-101 v.3 in section 1.1.14 on page 94 of the document.

CPG-101 v.3 can be found at:

http://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

2. **For 2024 jurisdictions will implement Phase 2 of the National Qualification System (NQS) implementation objectives and will submit an NQS Local/Tribal implementation plan. A template plan can be found in the link below, or it is included with the EMPG application kit. (Federal and State requirement, equates to 15% of the 75% base allocation)**

In 2022 FEMA instituted a State requirement for the implementation of the National Qualification System (NQS). In 2023 the implementation of NQS became a requirement for all EMPG-funded jurisdictions. This will be implemented in phases over three (3) years. At a minimum, NQS will be a requirement of EMPG funded deployable personnel as defined by the jurisdiction.

FEMA NQS supplemental document website can be found at:

<https://www.fema.gov/emergency-managers/nims/components/nqs-supplemental-documents?msckid=6913b551b9dd11eca516ab8e5d2f84f4>

3. **Conduct at least two local “whole community” stakeholder/partner meetings with the agencies who represent the capabilities in the jurisdiction. (State requirement, equates to 5% of the 75% base allocation)**

These are the agencies who are required to establish and implement processes and procedures for consequence management during disaster emergencies. Whole Community stakeholder/partners include: law enforcement, fire, emergency medical service, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These agencies and entities constitute your partners during an Emergency Operations Center and/or Incident Management Team activation for any significant incident response. Working with FMs in preparation of an agenda for these meetings is encouraged. The agenda should address emergency management planning, operations, as well as processes and procedures. Maintain a sign-in sheet and a record of discussion items and/or issues.

4. **Development and maintenance of a Multi-Year Integrated Preparedness Plan (MYIPP). (Federal and State requirement, equates to 15% of the 75% base allocation)**

All Subrecipients are required to develop a MYIPP updated annually that incorporates and addresses identified capability gaps or sustainment of capabilities identified in the Subrecipient’s THIRA or Colorado Emergency Preparedness Assessment (CEPA). Subrecipients must use the DHSEM State MYIPP template and submit the MYIPP to the DHSEM by June 15, 2023. The IPP guidance will be issued as a separate document in January 2023. **Participation in a regional MYIPP will meet this requirement with pre-approval of the Field Manager.**

5. **All EMPG program funded personnel (State/Tribal/Local) must participate in at least two exercises in a 12-month period. (Federal requirement, equates to 15% of the 75% base allocations)**
 - i. Sponsor at least one exercise (tabletop, functional or full scale) which demonstrates the emergency management functions of situational assessment, resource management, alert and warning, and public information within the Local Emergency Operations Center (EOC) or equivalent support location.

- ii. Participate in another jurisdiction’s exercise in an Emergency Management capacity.

Jurisdictions must submit an After Action Report (AAR) and an Improvement Plan (IP) to their Field Manager for the exercise they sponsor. Real-world events and incidents are allowable substitutes for exercise participation; but will have the same requirement for an AAR and IP to be submitted.

6. Targeted Training of EMPG-Funded Personnel. *(Federal requirement, equates to 5% of the 75% base allocation)*

All EMPG program funded personnel (State/Local/Tribal) must complete the following National Incident Management System (NIMS) training courses and record proof of completion by providing certificate copies to the FM: IS 100, IS 200, IS 700, and IS 800, as well as the FEMA Professional Development Series: IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244. Submission of a list of EMPG program funded personnel along with the training completed will be included in quarterly performance reports. EM Staff personnel with no role in program activations only need IS 100, 200, 700 and 800.

FEMA IS classes and the Professional Development Series classes can be found at:

<https://training.fema.gov/is/searchis.aspx?search=PDS>

7. Timely Submission of Application, Quarterly Reports, and Quarterly Requests for Reimbursement. *(Federal and State requirement, no percentage assigned, all reimbursement contingent upon completion)*

All EMPG-LEMS applicants are responsible for submitting a complete electronic application packet, four signed quarterly progress reports, and requests for reimbursement in a timely manner. All grant documentation and submissions will be made utilizing EMGrants Pro. A complete application package includes:

- i. Part I, EMPG-LEMS Grant Activities/Work Plan Template
- ii. Part II, Jurisdiction Information and Signatures
- iii. Part III, Staffing Pattern and Funding Request
- iv. Current position description for all personnel that are listed on the Staffing Pattern. This document must include the emergency manager and related responsibilities for each employee claimed under EMPG (If the Job Description was submitted as part of their application, we are accepting it as “Certified”).
- v. Federal Funding Accountability and Transparency Act (FFATA) form (required for all federal grant programs except American Recovery and Reinvestment Act grants).
- vi. W9 and Electronic Funds Transfer (EFT) Submit only, if any updates are required.

Table 2-Reporting Schedule

Local Jurisdiction Reporting Schedule			
Quarter	Reporting Period	Report Due Date	Claim Due Date
1	01/01/24 – 03/31/24	04/10/24	4/30/24
2	04/01/24 – 06/30/24	07/10/24	7/31/24
3	07/01/24 – 09/30/24	10/10/24	10/31/24
4	10/01/24 – 12/31/24	1/10/25	1/31/25
DHSEM Field Manager Reporting Schedule			
Quarter	Reporting Period	Roll up Report Due Date	
1	01/01/24 – 03/31/24	04/20/24	
2	04/01/24 – 06/30/24	07/20/24	
3	07/01/23 – 09/30/24	10/20/24	
4	10/01/23 – 12/31/24	01/20/25	

Program and Financial Monitoring

Per Federal grant guidance, DHSEM has implemented a formal monitoring process that will be conducted with each subrecipient at least every two (2) years. The schedule and monitoring visit process will be coordinated through the Subrecipient monitoring team and Field Manager. The monitoring program is intended to ensure that all Subrecipients are performing and administering the Grant in compliance with all of the required federal and DHSEM grant terms and conditions, and have the proper financial and programmatic documentation in the grant files ready for future Federal audits. Given recent requests to the State for substantiating documentation of match funding, applicants can expect greater scrutiny of grant match documentation during monitoring visits.

Quarterly Reports and Requests for Reimbursement

Signed Quarterly Part I Progress Reports must be submitted to your DHSEM Field Manager no later than **10** days following the end of each quarter. The timely submission of quarterly progress reports and products is a requirement for approval of quarterly requests for reimbursement. If an extension is needed, a written request to your DHSEM Field Manager must be made before the deadline. Field Managers will then have an additional 10 days to report the regional information to DHSEM for the State report.

Quarterly reports should identify the status of each activity planned for that quarter as Completed or accomplished, in-process, postponed/canceled, or not completed or not accomplished. Please indicate a reason when activities are postponed, canceled or not completed. For reporting purposes, please include dates and identify scenario and type of exercises conducted. Also identify specific plans/annexes or updates to EOPs or other plans.

Quarterly Requests for Reimbursement and supporting financial reports must be submitted to your DHSEM FM no later than **30** days following the end of each quarter.

A table of reporting requirement due dates can be found in Table 2 Reporting Schedule on page 11 of this guidance.

Electronic/Digital Signatures

Electronic/digital signatures will be accepted on the EMPG application and on the EMPG Signature Auth-Form Report.

Application:

Two signatures are required on the EMPG Signature Auth-Form Report.

- (1) The undersigned for the Application holds authority to enter into, and understand and accepts all the terms and conditions outlined in final 2024 EMPG Guidance Document; and
- (2) Chief Financial Officer (CFO) who hold financial authority for the said entity.

The Local Emergency Manager signature is captured in EMGrants Pro when submitting the application.

Progress Report (aka Quarterly Reports):

If the Emergency Manager is authorized with a written delegation, then no additional Signature Document is required. If the Emergency Manager is not authorized, then upload a signed EMPG Signature Auth-Form Report.

Request for Reimbursement (RFR):

If the Emergency Manager is authorized with a written delegation, then no additional Signature Document is required. If the Emergency Manager is not authorized, then upload a signed EMPG Signature Auth-Form Report.

Scope Change:

If the Emergency Manager is authorized with a written delegation, then no additional Signature Document is required. If the Emergency Manager is not authorized, then upload a signed EMPG Signature Auth-Form Report.

Table 3–Base Program Requirements

<p>Multi-agency and multi-jurisdictional relationships (MAC Group (MACG) established and maintained). NOTE: A MACG is made up of agency representatives with authority to commit agency resources.</p>	<p>NIMS 2017 pg. 40 CPG101: Pages 1-1 to 1-4/ 4-2 to 4-6, C-1 NFPA: Std. 4.4 EMAP: Std. 3.3</p>
<p>Integrated Preparedness Plan</p>	<p>EMAP 4.9 to 4.10 HSEEP 2-5 to 2-9 CPG 101 19-23, 34-39 Multi-Year Integrated Preparedness Plan (MYIPP) Resource Guide 2021</p>
<p>Exercise Participation: Evaluator/controller: one exercise and Role in exercise play: one exercise NOTE: Exercise actor does not count as participation. Program requirement Exercise Sponsor</p>	<p>Homeland Security Exercise and Evaluation Program (HSEEP) NFPA: 9 EMAP: 4.10</p>
<p>FEMA Training</p>	<p>National Preparedness Goal (Table 1.- Planning)</p>
<p>Emergency Operations Plan (EOP)</p>	<p>CPG 101 v. 3.0 2021 EMAP: 4.4 to 4.4.9</p>
<p>National Qualification System (NQS)</p>	<p>National Incident Management System Guideline for National Qualification System National Qualification System Implementation Objectives</p>
<p>National Incident Management System (NIMS)</p>	<p>EMAP: 4.5 to 4.5.6 NIMS 2017 Presidential Policy Directive 8 / PPD8: National Preparedness</p>

Table 4—Elective Planning Options

Finance (procedures established)	CPG101: 3-14 & C-10 NFPA: 4.7 EMAP: 3.4
Threat and Hazard Identification and Risk Assessment or Colorado Emergency Preparedness Assessment (CEPA) NOTE: County as largest geographic scope of analysis)	CPG101: Pages 4-1, 4-7 to 4-11 CPG 201 NFPA: 5.2 EMAP: 4.1
FEMA Academies (includes State delivery) Colorado Academy for Professional EM	Requires Graduation Requires Completion (Min hours)
Continuity of Operations Plan (COOP)	CPG 101: 1-9, 3-10, C-25 NFPA: 6.10 EMAP: 4.4.5
EMAP self-assessment	EMAP EM Standard 2019
Rapid Needs Assessment Plan	CPG 101: 1-9 NFPA: 7.3.1 EMAP: 4.4.8
Damage Assessment Plan	CPG 101: C-14 NFPA: 6.10.2.2 EMAP: 4.4.3
EOC Management Plan to include processes, procedures, etc.	NIMS 2017 CPG101: C-16 NFPA: 6.7, 6.8 EMAP: 4.8.2, 4.8.3
Debris Management Plan	CPG 101: C-14 EMAP: 4.4.3 NFPA: 6.10.2.2
Public Information/Crisis Communications Plan	CPG101: 3-16, C-23, Fig. 3.1, Fig. 3.2, Table 3.1 NFPA: 6.5, 6.6 EMAP: 4.7 NIMS 2018 pg. 50
Recovery Plan	CPG101: 1-9, 3-10, 4-15, B-8, C-23 NFPA: 6.10.2 EMAP: 4.4.4
Hazardous Materials Plan	CPG 101: C-29 EMAP: 4.4.3
Development or update of EOP Annexes	CPG 101: 3-15, C-11, C-12, Fig. 3.1, Fig 3.2 NFPA: Chapter 6 (all) EMAP: 4.4.1 to 4.4.3
Resource Mobilization Plan	CRS: 24-3.5-705.4 (1)(a) EMAP: 4.6 NFPA: 5.4.3, A5.4.3, 6.7.4, 7.8

Laws and Authorities	CPG 101: 3-15, Fig 3.1, Fig 3.2, Fig 3.3 EMAP: 3.5 NFPA: 4.6 NIMS 2017: p.75
Continuity of Government (COG) plan	CPG 101: 1-9, 3-10, C-25 NFPA: 6.10 EMAP: 4.4.6
Attain Storm Ready recognition	NWS Recognition CRS 24-33.5-714 www.weather.gov/stormready
Job Aids	CPG 101: 3-12 NFPA: 6.8.2, 6.8.3 EMAP: 4.4.3, 4.5.5, 4.5.6
Tactical Interoperability Communications (TIC) Plan	CRS 24-33.5-716 EMAP: 4.4.3 & 4.7
Lifelines	EMAP: 4.4.4
Volunteer Donations Management Plans	EMAP: 4.4.1 to 4.4.3
Agricultural Plans	EMAP: 4.4.1 to 4.4.3
Energy Assurance	EMAP: 4.4.1 to 4.4.3
Preparedness	National Preparedness Goal EMAP: 2.17 NFPA: Chapter 5

Table 5-Colorado Emergency Management Program Guide Reference:

Product Activity	Page Reference
Threat and Hazard Identification and Risk Assessment	25
Current ESF based EOP	35
Continuity of government plan	36
Continuity of operations plan	35&36
Local Alert and Warning Plan	43 & 44
Rapid Needs Assessment Plan	83
Resource Management Plan	42 & 43
Damage Assessment Plan	82 - 84
EOC Management Plan	49 - 55
Debris Management Plan	87
Public Information Crisis Communications Plan	57
Job Aids	140
Recovery Plan	74 -92
Hazard Mitigation Plan	90
Multi-agency and multi-jurisdictional relationships (MAC Group established and maintained)	29



Part I

EMPG-LEMS Grant Activities

Gunnison County 2024 EMPG Work Plan

Instructions

Use the 15 EMF categories as a framework for planning your annual work program and consider identified capability gaps or shortfalls that need to be addressed. This can be done in four steps.

1. First, consider your community's long-term strategy for developing and sustaining an all-hazards preparedness strategy, including initiatives that can be accomplished during the grant performance period as well as those objectives that will need to be phased over multiple years.
2. Second, identify Planned Activities that, when completed, will assist you in achieving your long-term strategy. Complete the Work Plan Template by identifying Planned Activities for each Emergency Management Function (EMF) that is relevant to your strategy. Identify to the extent possible the measurable outcome for each Planned Activity.
3. Third, place those activities that can be accomplished during the current performance period in the quarter that you expect the activity to be completed (it is recognized that schedules and priorities change and that activities may actually be accomplished in a different quarter than the one projected).
4. Fourth, determine if the products/activities you have identified combine to make your program eligible for 100% of your award (use the product/activity table from the guidance)
5. Finally, submit the finished document to your assigned DHSEM Regional Field Manager.



Part I
 EMPG-LEMS Grant Activities
 Gunnison County 2024 Work Plan

EMPG-LEMS Grant Activities		
EMF-1		
Finance and Administration		
Objective(s) of Planned Activities: <i>Budget preparation, grant administration, LEMS application, expense tracking, quarterly reimbursement requests, quarterly performance reports, equipment monitoring</i>		
Mandatory Federal Activities for this EMF: Submit updated FFATA		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Submit 1st Quarter report and reimbursement request. 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Submit 2nd Quarter report and reimbursement request. 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> Submit 3rd Quarter report and reimbursement request. 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Submit 4th Quarter report and reimbursement request. 	Results:

EMPG-LEMS Grant Activities		
EMF-2		
Laws and Authorities		
Objective(s) of Planned Activities: <i>Ordinances, resolutions, emergency declarations, EMAP accreditation, compliance with laws and regulations</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Facilitate ambulance licensing Prep for ambulance licensing changes according to SB 22-225 Facilitate secure transport licensing 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Coordinate local and regional fire restrictions as needed Prepare/implement ambulance licensing changes according to SB 22-225 prior to July 1, 2024 Facilitate secure transport licensing as needed 	Results:



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EMPG-LEMS Grant Activities		
EMF-2		
Laws and Authorities		
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Coordinate local and regional fire restrictions as needed • Implement ambulance licensing changes according to SB 22-225 beginning July 1, 2024 • Facilitate secure transport licensing as needed 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Coordinate local and regional fire restrictions as needed • Facilitate secure transport licensing as needed 	Results:

EMPG-LEMS Grant Activities		
EMF-3		
Risk Assessment		
Objective(s) of Planned Activities: <i>Development/upgrade of local/tribal CEPA (Colorado Emergency Preparedness Assessment), THIRA (Threat and Hazard Risk Identification and Assessment) or (HIRA Hazard Risk Identification and Assessment), development of corresponding risk management strategies</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • CEPA intro brief • CEPA EM brief 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • CEPA stakeholder brief • CEPA session prep and review • CEPA session • Distribute final CEPA report to stakeholders 	Results:



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EMPG-LEMS Grant Activities		
EMF-4		
Hazard Mitigation Plans and Projects		
Objective(s) of Planned Activities: <i>Development of local/tribal hazard mitigation plans, implementation of hazard mitigation projects, coordination of Environmental and Historic Preservation (EHP) reviews</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Discuss HMP grant w/DHSEM Hazard Mitigation Team to update the Gunnison County HMP – begin grant application when available • Ongoing CWPP update • Attend monthly full UGSSC and steering committee meetings • Attend monthly RFV Wildfire Collaborative meetings • Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC. 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • HMP grant application • Ongoing CWPP update • Attend monthly full UGSSC and steering committee meetings • Attend monthly RFV Wildfire Collaborative meetings • Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC. 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • HMP grant application • Ongoing CWPP update • Attend monthly full UGSSC and steering committee meetings • Attend monthly RFV Wildfire Collaborative meetings • Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC. 	Results:



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EMPG-LEMS Grant Activities		
EMF-4		
Hazard Mitigation Plans and Projects		
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Finalize HMP grant application. Begin HMP RFP so work can begin Q1 2025. Ongoing CWPP update Attend monthly full UGSSC and steering committee meetings Attend monthly RFV Wildfire Collaborative meetings Continue to facilitate grant administration of SB21-054 as fiscal agent for WRWC. 	Results:

EMPG-LEMS Grant Activities		
EMF-5		
Emergency Operations Plans		
Objective(s) of Planned Activities: <i>Development/upgrades of local/tribal emergency operations plans (EOPs) in accordance with CPG-101, Version 2.0, fostering partnerships with EOP stakeholder agencies and organizations.</i>		
Mandatory Federal Activities for this EMF: All EMPG Program grantees/sub-grantees must maintain, or revise as necessary, jurisdiction-wide all-hazards Emergency Operations Plans that are consistent with CPG-101 v.2 (November 2010) and provide copies of new and revised EOPs/Annexes to DHSEM Regional Field Manager.		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Update EOP in accordance with new CPG 101 EOP review tool 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Update EOP in accordance with new EOP review tool & do a self-assessment against new tool 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> Submit draft EOP to Bobbie for her review with the EOP tool Incorporate any necessary changes into EOP 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Continue EOP update and ensure it is compliant with EOP review tool EOP adopted by BoCC by Dec. 31, 2024 	Results:



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EMPG-LEMS Grant Activities		
EMF-6		
Recovery Plans		
Objective(s) of Planned Activities: <i>Development/upgrades of local/tribal recovery plans, fostering partnerships with recovery stakeholder agencies and organizations</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:

EMPG-LEMS Grant Activities		
EMF-7		
Training		
Objective(s) of Planned Activities: <i>NIMS training delivery, staff professional development, development of an Integrated Preparedness Plan (IPP)</i>		
<p>Mandatory Federal Activities for this EMF, (1) all EMPG program funded personnel (State/Local/Tribal) must complete the following NIMS training courses and record proof of completion: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 139; IS 230.a; IS 235.a; IS 240.a; IS 241.a; IS 242.a; and IS 244.a, (2) all grantees and sub-grantees are required to develop a Multi-Year TEP that incorporates linkages to core capabilities and update it annually.</p>		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Conduct and write county level IPP with MAC group. Have County training inputs ready for April regional IPPW. • Attend L381 course • Attend State EM conference • Host G0358 Evacuation and Re-Entry Planning Course in Gunnison in February • Attend trainings outlined in IPP as appropriate • Begin looking at systems to track County staff required NIMS trainings 	Results:



EMPG-LEMS Grant Activities		
EMF-7		
Training		
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in West Region IPPW • Aid in writing/finalizing the West Region IPP prior to June 15 deadline. • Attend trainings outlined in IPP as appropriate • Attend AFN conference • Track County staff required NIMS trainings • Initiate NQS compliant task book for Scott and Lisa 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Attend trainings outlined in IPP as appropriate • Host DHSEM 1002 in Gunnison in August • Track County staff required NIMS trainings 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Attend trainings outlined in IPP as appropriate • Attend state wildfire conference • Track County staff required NIMS trainings and report to BoCC • Submit initiated NQS task book with Q4 progress report. 	Results:

EMPG-LEMS Grant Activities
EMF-8
Exercises
Objective(s) of Planned Activities: <i>Participation in exercises as “Sponsoring” and/or “Participating” agencies. Conduct at least one resource management drill/functional exercise.</i>
Mandatory Federal Activities for this EMF: (1) All EMPG program funded personnel (State/Tribal/Local) must participate in at least three exercises in a 12-month period. Sub-grantees may sponsor and/or participate in other sponsor’s exercises to fulfill this requirement, (2) all grantees and sub-grantees are required to develop a Multi-Year Integrated Preparedness Plan (IPP) that incorporates linkages to core capabilities and update it annually.



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EMPG-LEMS Grant Activities		
EMF-8		
Exercises		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Conduct and write county level IPP with MAC group. Have County exercise inputs ready for April regional IPPW. • Assist with planning and implementation of West Region regional power outage TTX with Blue Cell • Participate in exercises outlined in IPP as appropriate 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in West Region IPPW • Aid in writing/finalizing the West Region IPP prior to June 15 deadline. • Participate in exercises outlined in IPP as appropriate 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in exercises outlined in IPP as appropriate 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Host evacuation TTX with local agencies • Participate in exercises outlined in IPP as appropriate 	Results:

EMPG-LEMS Grant Activities		
EMF-9		
Incident Management		
Objective(s) of Planned Activities: <i>EOC management, COG, multi-agency coordination, support of incident command operations</i>		
Mandatory Federal Activities for this EMF: None State Requirement: Hold a meeting with the jurisdiction’s emergency services and partner agencies to include: law enforcement, fire, EMS, public works, health and medical, behavioral health, mass care (human services, Red Cross, VOAD), school districts, public utilities, public information, and other relevant stakeholders. These are the agencies and entities which constitute your partners during an EOC activation and any significant incident response. Prepare an agenda for these meetings with the Regional Field Manager.		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Host bi-monthly MAC Meetings • Host quarterly Gunnison County COAD meetings 	Results:



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Division of Homeland Security
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EMPG-LEMS Grant Activities		
EMF-9		
Incident Management		
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • Host bi-monthly MAC Meetings • Host quarterly Gunnison County COAD meetings 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Host bi-monthly MAC Meetings • Host quarterly Gunnison County COAD meetings 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Host bi-monthly MAC Meetings • Host quarterly Gunnison County COAD meetings 	Results:

EMPG-LEMS Grant Activities		
EMF-10		
Communications		
Objective(s) of Planned Activities: <i>Activities supporting interoperability, including cooperative planning, equipment tests, drills, radio checks, purchases, etc</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in monthly GHCETSA meetings • Work on McClure Pass communications site • Coordinate maintenance/repair on five communications sites 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in monthly GHCETSA meetings • Work on McClure Pass communications site • Coordinate maintenance/repair on five communications sites 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Participate in monthly GHCETSA meetings • Work on McClure Pass communications site • Coordinate maintenance/repair on five communications sites 	Results:



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EMPG-LEMS Grant Activities		
EMF-10		
Communications		
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Participate in monthly GHCETSA meetings Work on McClure Pass communications site Coordinate maintenance/repair on five communications sites 	Results:

EMPG-LEMS Grant Activities		
EMF-11		
Operations Procedures		
Objective(s) of Planned Activities: <i>Development/maintenance of systems (e.g., Web EOC), processes (e.g., resource order process), capabilities (e.g., EOC management training), and Plans (e.g., COOP) to support incident operations</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Maintain EOC Microsoft Team Monthly EOC trainings Update 2 EOC job aids Update Emergency Management COOP Assist department directors with COOP updates as needed Attend quarterly West Region Executive Board meeting Attend quarterly West Region workshop Attend quarterly West Service Area ESF 5 meeting 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Maintain EOC Microsoft Team Monthly EOC trainings Update 2 EOC job aids Assist department directors with COOP updates as needed Evacuation plan update Attend quarterly West Region Executive Board meeting Attend quarterly West Region workshop Attend quarterly West Service Area ESF 5 meeting 	Results:



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EMPG-LEMS Grant Activities		
EMF-11		
Operations Procedures		
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Maintain EOC Microsoft Team • Monthly EOC trainings • Update 2 EOC job aids • Evacuation plan update • Attend quarterly West Region Executive Board meeting • Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Maintain EOC Microsoft Team • Monthly EOC trainings • Update 2 EOC job aids • Evacuation plan finalized prior to TTX • Attend quarterly West Region Executive Board meeting • Attend quarterly West Region workshop • Attend quarterly West Service Area ESF 5 meeting 	Results:

EMPG-LEMS Grant Activities		
EMF-12		
Mutual Aid		
Objective(s) of Planned Activities: <i>Maintenance of local, interagency, regional and statewide intergovernmental agreements. Meet with stakeholder groups to go over mutual aid agreements for currency and validity.</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Request copies of MAAs from all agencies 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • none 	Results:



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EMPG-LEMS Grant Activities		
EMF-13		
Resource Management		
Objective(s) of Planned Activities: <i>Development/maintenance of resource mobilization plans and processes, including database management systems, financial controls and relevant forms</i>		
Mandatory Federal Activities for this EMF: None Colorado Requirement: In order to meet the requirements of the Colorado Disaster Emergency Act CRS 24-33.5, Part 7, and a Colorado priority for the EMPG program is the development and implementation of state and local resource management systems. (Please see program requirements in guidance)		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Ongoing review of resource mobilization procedures during monthly EOC trainings. Incorporate any noted procedure changes into job aid or other appropriate document. Assist agencies with entering CRRF data as needed. 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Ongoing review of resource mobilization procedures during monthly EOC trainings. Incorporate any noted procedure changes into job aid or other appropriate document. 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> Ongoing review of resource mobilization procedures during monthly EOC trainings. Incorporate any noted procedure changes into job aid or other appropriate document. 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Ongoing review of resource mobilization procedures during monthly EOC trainings. Incorporate any noted procedure changes into job aid or other appropriate document. Assist agencies with CRRF updates as needed 	Results:



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EMPG-LEMS Grant Activities		
EMF-14		
Facilities Management		
Objective(s) of Planned Activities: <i>Monitoring & maintenance of EOC/Alternate EOC facilities and equipment</i>		
Mandatory Federal Activities for this EMF: None		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> Weekly checks of: Computers, phones, radios (pac-sets and desk units), virtual meeting systems Bi-weekly, log into Genasys, ReadyOp, WebEOC 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> Weekly checks of: Computers, phones, radios (pac-sets and desk units), virtual meeting systems Bi-weekly, log into Genasys, ReadyOp, WebEOC 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> Weekly checks of: Computers, phones, radios (pac-sets and desk units), virtual meeting systems Bi-weekly, log into Genasys, ReadyOp, WebEOC 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> Weekly checks of: Computers, phones, radios (pac-sets and desk units), virtual meeting systems Bi-weekly, log into Genasys, ReadyOp, WebEOC 	Results:

EMPG-LEMS Grant Activities		
EMF-15		
Crisis Communication, Public Information and Education		
Objective(s) of Planned Activities: <i>Development/maintenance of Joint Information System (JIS) protocols and procedures, web page management, and procedures for utilizing social media. Development and maintenance of Alert and Warning Plans and procedures.</i>		
Mandatory Federal Activities for this EMF: None		



EMPG-LEMS Grant Activities		
EMF-15		
Crisis Communication, Public Information and Education		
1 st Quarter	Planned Activities: <ul style="list-style-type: none"> • Create quick launch templates in Genasys, including a job aid for launching the template • Continue updating the Alert and Warning Plan, utilizing the State guidance document when released. • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites • Begin implementation of Genasys EVAC (formerly Zonehaven) 	Results:
2 nd Quarter	Planned Activities: <ul style="list-style-type: none"> • Conduct dispatch quick launch alert in Genasys training • Continue updating the Alert and Warning Plan, utilizing the State guidance document when released. • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites • Genasys EVAC training 	Results:
3 rd Quarter	Planned Activities: <ul style="list-style-type: none"> • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites 	Results:
4 th Quarter	Planned Activities: <ul style="list-style-type: none"> • Coordinate monthly IPAWS proficiency tests with WR EM's • Ongoing management of Emergency Management webpage and social media sites 	Results:



2024 EMPG-LEMS Annual Program Paper

Part II Jurisdiction Information and Signatures (v.010118)

Note: This document serves to meet the requirements of §24-33.5-707(7), C.R.S.

Jurisdiction Name: Gunnison County

Emergency Program Manager

Name: Scott Morrill
 Job Title: Emergency Manager

Mailing Address: 200 E. Virginia Av. Gunnison CO 81230

Physical Address (if different): 510 W. Bidwell Gunnison CO 81230

Phone Contact Information

Office Phone number: 970-641-2481
 24 Hour Emergency Line: 970-641-8201 (Gunnison Dispatch)
 Office Fax:
 Cellular: 970-275-1370
 Pager:
 E-Mail Address: smorrill@gunnisoncounty.org

Employment Status (Please indicate how many)

Paid Full Time: Paid Part Time: Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Assistant County Manager HHS Director

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 40

Additional Emergency Management Staff

Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	1	40	32
Paid full time clerical			
Paid part time professional			
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title) ___Jonathan Houck, Chair Gunnison County Board of Commissioners_____

Chief Executive Officer (if different from above) _Matthew Birnie, County Manager_____

Signature/Chief Executive _____

Signature/Emergency Manager/Coordinator _____ **Date** _____

Signature/DHSEM Regional Field Manager _____ **Date** _____



**Emergency Management Program Grant (EMPG)
 Local Emergency Manager Support (LEMS)
 Program Funding Application: Part III (v.0922)**

Staffing Pattern Worksheet

Note: This worksheet is provided for internal reference only and will not be accepted as part of the application

JURISDICTION:

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appointment or Date Hired	4) Employee Status- Type of Appointment
Lisa Bickford	Deputy Emergency Manager/EPR Coord	6/1/2021	Non-Exempt
Scott Morrill	Emergency Manager	10/4/2004	Exempt

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer- Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Lisa Bickford	\$78,436	\$25,272	40	28	70%	\$54,905	\$17,690
Scott Morrill	\$101,705	\$28,564	40	40	100%	\$101,705	\$28,564
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
Totals	\$ 180,141.00	\$ 53,836.00				\$156,610	\$46,254

Enter in Slot A On Funding Request	Enter in Slot B On Funding Request
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Division of Homeland Security
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Emergency Management Program Grant (EMPG) Local Emergency Manager Support (LEMS) Program Funding Application: Part III (v.0922)

Staffing Pattern and Program Funding Worksheet

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes*.

JURISDICTION:

Salaries & Benefits		
A	LEMS Eligible Salary (Staffing Report Block 10 Total):	\$156,610
B	LEMS Eligible Benefits (Staffing Report Block 11 Total):	\$46,254
C	Total Salary and Benefits (a+b): \$ \$202,865	
Travel Expenses		
D	Local Travel (mileage, fleet expense, or other):	\$ 7,400.00
E	Out of State Travel:	
F	Conference & Seminars (Registration Fees, Hotels, etc.):	
G	Training (Registration Fees, hotels, etc.):	
H	Per Diem:	\$ -
I	Other (Dues, Certifications and Membership Fees):	
J	\$ \$ 7,400.00	
Office Support Expenses (more than \$200 for year)		
K	Office Supplies and Materials:	\$ 52,876.00
L	Equipment Purchase:	
M	Equipment Lease:	
N	Rent, Utilities, etc.:	
O	Printing & Copying:	
P	Postage:	
Q	Other (Advertising, Cell Phones, Aircards, etc.):	
R	Total Office Support Expenses (K+L+M+N+O+P+Q): \$ \$ 52,876.00	
S	Total Request (C+J+R): \$ 263,140.60	
T	Federal (Eligible for Reimbursement) Amount (One half of S): \$ 131,570.30	

Jurisdiction Emergency Manager Signature _____ Date

Jurisdiction Chief Financial Officer Signature _____ Date

Jurisdiction Chief Financial Officer Printed Name _____ Email

COEM Regional Field Manager Signature _____ Date



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

The FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) requires the Division of Homeland Security and Emergency Management (DHSEM) to collect the following information for each EMPG sub-award of \$25,000.00 or more. This information is required by the Office of Management and Budget (OMB) and must be submitted by DHSEM into the SUB-AWARD REPORTING SYSTEM (FSRS).

Unless otherwise indicated, all fields must be completed in order to be an eligible sub-grant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction DUNS #	DUNS number assigned to your jurisdiction or specifically to your agency	133115220
Parent Organization DUNS number, if applicable	If the Jurisdiction has a DUNS number and the Agency has one as well, insert the Jurisdiction's DUNS here.	
Name of Entity Receiving Award	Jurisdiction or Agency Name to which the DUNS number is assigned	Gunnison County, CO
Location of Entity Receiving Award	Full Street Address of the Recipient Agency	200 E. Virginia Av Gunnison CO 81230
Primary Location of Performance of the Award	Include City, State, Zip Code (must provide 9 digits) and Congressional District	200 E. Virginia Av Gunnison, CO 81230-2248 3 rd Congressional District

The Information below is required if **all** the following three conditions are met, otherwise enter "Not Required" in row 1:

1. In the preceding fiscal year, 80% or more of the entity annual gross revenues are from the Federal government; and
2. Those revenues are greater than \$25M annually; and
3. Compensation information is not already available through reporting to the IRS or SEC

Names and Total Compensation of the Five (5) most highly compensated officers

1. Not Required

2.

3.

4.

5.

Signature: _____ Date: _____
 Agency's Authorized Representative (usually the Grant Administrator or Program Manager or Coordinator)

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

Signature Authorization Form

All fields on this form must be completed to be accepted.

All authorizations require two (2) or more signatures depending on the authorization purpose. This form allows saving for single signatures to supplement for three (3) or more required signatures.

For Application authorizations ONLY:

- Please indicate the Grant Program and Year in place of the award agreement encumbrance number below.
- Applications which require more than two (2) signatures, please complete additional forms as necessary to fulfill the requirements for signatures as outlined in the instructions for the grant application.

SUBRECIPIENT NAME:

AWARD AGREEMENT

ENCUMBRANCE NUMBER:

Please select the authorization purpose for this signature submission:

Signature Authorization Section:

PRINTED: Signature #1 Name

PRINTED: Signature #2 Name

TITLE for Signature #1

TITLE for Signature #2

EMAIL for Signature #1

EMAIL for Signature #2

PHONE for Signature #1

PHONE for Signature #2

DATE of Signature #1

DATE of Signature #2

Signature #1

Signature #2

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager Signature; Contr

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached has been signed and distributed.

Fiscal Impact:

Submitted by: Katherine Haase for Matthew Birnie

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Insurance requirements are old amounts (slightly lesser than current), but otherwise, legally sufficient. SO 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") made effective the 1st day of July 2023, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Bethany Montlary, P.O. Box 1412, Gunnison, CO 81230 ("Contractor").

RECITALS

Contractor provides services to Gunnison County Blackstock building, located at 221 N. Wisconsin St., Gunnison, CO (hereinafter "Services"). Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SCOPE OF SERVICES.

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

2. TERM.

The term of this Agreement shall commence on July 1st, 2023 and shall end on June 30th, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Facilities and Grounds shall work towards accomplishing and reporting result measure that 90% of departments report that they are "very satisfied" or "satisfied" with janitorial services; as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

- (a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor the sum of \$49,085.00 annually, to be billed in monthly increments as services are rendered and not to exceed the annual sum except for services identified as "extra services" in exhibit A. Those items on the attached exhibit A identified as "extra services", shall not be completed until the Facilities and Grounds Director has approved such services and rate of compensation has been agreed upon in writing.
- (b) Invoices shall be prepared monthly by the contractor and delivered to Gunnison County Finance Department at 200 E. Virginia Ave., Gunnison, CO 81230. Payments shall be made by Gunnison County according to the County's regular payment schedule.
- (c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 13 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and For an injury to two or more persons in any single occurrence, the sum One Million Ninety Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$387,000 for any injury to one person

in any single occurrence and in an amount no less than \$1,093,000 for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

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

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

- (a) **SEVERABILITY.** If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) **AMENDMENT.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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

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

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

Contractor:
Bethany Montlary
P.O. Box 1412
Gunnison, CO 81230

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

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

16. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

18. ENTIRE AGREEMENT.

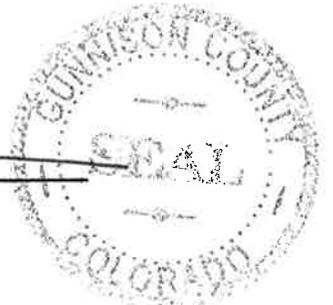
This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: 
Matthew Birnie, County Manager ATTEST:


Deputy Clerk



CONTRACTOR

By: B/M Bethany Montlary 7/1/23

EXHIBIT A

JANITORIAL SCOPE OF SERVICE

GUNNISON COUNTY BLACKSTOCK GOVERNMENT CENTER

15M

DAILY DUTIES:

- Empty wastebaskets
- Scan walls/doors, clean obvious spots
- Sweep and dust mop Lobby (wet mop as needed)
- Disinfect water fountains
- Clean entrance doors and glass
- Wipe all counter tops, faucets, handles and soap dispensers with disinfectant
- Vacuum main areas
- Clean all sinks
- Restrooms
 - Clean and disinfect toilets and urinals; bowls, seats, stool, and flush handles.
 - Wet mop floors
 - Clean sinks, countertops, disinfect faucet and handles
 - Clean tile walls and partitions, disinfect door handles/latch
 - Replenish restroom supplies

Weekly Duties

- General dusting and spider web cleaning; baseboards, bookcases, top of file cabinets, windows,...all dust collecting surfaces and tops of walls where spider webs accumulate

- Wet mop all hard floors
- Weekly rotation of all offices: Disinfect all touch points; door handles/bars, hand rail, light switches, telephones, key boards, mouse, wipe down desks (do not disturb items on desk), vac under desks

Monthly Duties

- Vacuum upholstered furniture
- Clean blinds as needed

Annual Duties

- Clean light fixture diffusers
- Treat and polish all wood doors, trim, and window sills with lemon oil.
- Deep clean all tile floors, walls and doors

Additional Services- to be authorized and priced as needed, work not to commence until authorized.

- Shampoo upholstered furniture
- Strip travertine floors in Lobby and re-seal or wax.
- Shampoo all carpets

Notes:

- Janitors will keep all bathroom supplies stocked and will order and inventory as required. Order from Paper Clip in Gunnison, charged directly to Gunnison County Facilities Maintenance account.
- Facilities Maintenance staff may occasionally note cleaning required or areas that have been missed or where cleaning is deficient. Such requests

are considered part of regular duties and do not constitute request for extra services.

- Janitors required to ensure doors and windows are locked and closed and lights are off before leaving.
- Janitors will note maintenance needs and report them to Facilities Maintenance staff.
- Janitors shall be issued keys to the facility and to private offices, keys are to remain in control of the individual they are assigned to. If other keys are required for additional staff please contact Facilities Maintenance.
- The services performed under this contract shall be performed in such a manner that is consistent with public health and safety and to properly maintain the equipment, furnishings, and property of the County
- Services shall be performed in a manner that does not interfere with operations or hinder County employees in the completion of their work.

ALL OR ANY ITEMS ON THIS LIST MAY BE CHANGED ALTERED OR REMOVED AT THE DISCRETION OF GUNNISON COUNTY

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Temple Hoyne Buell Foundation Grant Acceptance Let

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a Temple Hoyne Buell Grant to support Parents As Teachers for \$15,000

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024



December 18, 2023

Matthew Birnie, Gunnison County Manager
Gunnison County Health and Human Services
220 N Spruce
Gunnison, CO 81230

Re: Grant # 7719

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County Health and Human Services that a grant has been approved in the amount of \$15,000 for Parents as Teachers. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

- 1. Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the “Code”), or a governmental agency organized under the laws of the State of Colorado.
- 2. Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation’s prior written approval. The grant period is January 1, 2024 through December 31, 2024. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
- 3. Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than January 31, 2025, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
- 4. Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization’s tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
- 5. Reasonable Access:** You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.
- 6. Condition of Grant:** This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to

request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

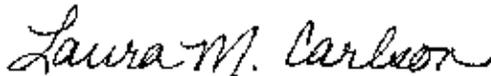
7. **Publicity:** This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation’s periodic public reports, newspapers, and news releases. You will obtain the Foundation’s approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. **Representations:** Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter **with original (or electronic) authorized signatures** within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Laura Carlson
Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x _____
Signature, Officer of the Board
Gunnison County Health and Human Services
Printed Name: _____
Title: _____
Date: _____

x _____
Signature, Gunnison County Manager
Gunnison County Health and Human Services
Printed Name: _____
Title: _____
Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Temple Hoyne Buell Foundation Grant Acceptance Let

Action Requested: Other County Commissioner and County Manager Signature

Parties to the Agreement: Buell Foudnation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for Signatures on the Buell Foundation EC Workforce Grant Contract. This grant will allow the GHECC to continue early childhood workforce supports in 2024

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/21/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024



December 18, 2023

Matthew Birnie, Gunnison County Manager
Gunnison County
220 N. Spruce Street
Gunnison, CO 81230

Re: Grant # 7753

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform Gunnison County that a grant has been approved in the amount of \$64,000 for the Gunnison Hinsdale Early Childhood Council's workforce supports programs - CIRCLE grant supplement, excluding the food box program. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

- 1. Tax Exempt Status:** The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1), 509(a)(2), or 509(a)(3) – Type I, Type II or functionally integrated Type III of the IRS Code of 1986 as amended (the "Code"), or a governmental agency organized under the laws of the State of Colorado.
- 2. Expenditure of Funds:** This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation's prior written approval. The grant period is January 1, 2024 through December 31, 2024. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice. No Buell Foundation funds may be used for lobbying purposes.
- 3. Records and Reports:** You are required to keep financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended, due no later than January 31, 2025, and other reports as we may reasonably require. *No new requests will be funded until a satisfactory report has been received.* All records shall be retained for at least four years following the year in which all grant funds are fully expended.
- 4. Required Notification:** You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization's tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.
- 5. Reasonable Access:** You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

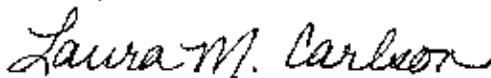
7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation’s periodic public reports, newspapers, and news releases. You will obtain the Foundation’s approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return this letter **with electronic authorized signatures** within 14 days after its receipt. Payment will be issued within three weeks of our receipt of the signed contract and following the schedule of conditions (if any) outlined above.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,



Laura Carlson

Vice President of Programs

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x _____

Signature, County Commissioner
Gunnison County

Printed Name: _____

Title: _____

Date: _____

x _____

Signature, Gunnison County Manager
Gunnison County

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Rescinding the Continuation of the Lowl

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Due to the Lowline Fire being 100% contained, this resolution would rescind the existing local disaster declaration that is currently in place for the Lowline Fire (Resolution # 2023-17)

Fiscal Impact: none

Submitted by: Lisa Bickford

Submitter's Email Address: LBickford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 12/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024

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

RESOLUTION NO. 2024-1

**A RESOLUTION RESCINDING THE CONTINUATION OF THE LOWLINE FIRE
LOCAL DISASTER EMERGENCY IN GUNNISON COUNTY**

WHEREAS, at approximately 8 a.m. local time on July 26, 2023, a wildland fire, designated as the Lowline Fire, was reported on the north aspect of a ridge between Squirrel and Mill Creeks in Gunnison County;

WHEREAS, the Lowline Fire burned north northwest of the City of Gunnison, Colorado, and southwest of Town of Crested Butte, Colorado on United States Forest Service and private lands;

WHEREAS, multiple structures were threatened, and areas of Gunnison County were under mandatory evacuation orders or pre-evacuation notices;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1) “A local disaster may be declared only by the principal executive officer of a political subdivision. It shall not be continued or renewed in excess seven days except by or with the consent of the governing board of the political subdivision”;

WHEREAS, “The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans.” C.R.S. § 24-33.5-709(2); and

WHEREAS, the Board of County Commissioners, Gunnison County, Colorado, pursuant to the foregoing authorities and other applicable law, promulgated Resolution No. 2022-32, setting forth procedures and protocols for addressing local disaster emergencies and related County actions, funding and functions; and

WHEREAS, on July 27, 2023, pursuant to the authority provided by law and delegated by the Board of County Commissioners, the Gunnison County Manager declared a local disaster, and his declaration has been properly executed and recorded with the Gunnison County Clerk and Recorder; and

WHEREAS, on August 1, 2023, the Board of County Commissioners confirmed the continued existence of such emergency and continued the local disaster emergency declaration via Resolution 2023-17; and

WHEREAS, as of November 1, 2023, all evacuation, pre-evacuation, and road closures due to the Lowline Fire were rescinded; and

WHEREAS, as of December 13, 2023, the Lowline Fire was determined to be 100% contained due to continued precipitation in the fire are, diminishing all active fire behavior; and

WHEREAS, firefighters have finished strengthening and securing all containment lines around the Lowline Fire and all resources and equipment have been released from the incident;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado **THAT**:

1. It is hereby declared that there is no longer a disaster emergency due to the Lowline Fire;

2. Resolution 2023-17; which continued the disaster emergency declaration for the Lowline Fire, is hereby rescinded.

3. This Resolution shall be promptly recorded with the Gunnison County Clerk and Recorder and filed with the Gunnison County Office of Emergency Management.

Introduced by Commissioner _____, seconded by Commissioner _____ and adopted this 2nd day of January, 2024.

GUNNISON COUNTY BOARD
OF COUNTY COMMISSIONERS

By:

Jonathan Houck, Chairperson

By:

Elizabeth Smith, Commissioner

By:

Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; SG Interests I, Ltd.; Snow P

Action Requested: County Manager Signature

Parties to the Agreement: SG Interests

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the plowing agreement for CR 265 Muddy Creek. SG Interests has the ability to plow an area that would otherwise be inadequately served or un-served. This is a long standing agreement with no concerns.

Fiscal Impact: 5,000.00

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the ___ day of _____, 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and SG Interests I, Ltd., whose address is 100 Waugh Drive, Suite 400, Houston, TX 77007 (herein "Contractor").

RECITALS

The Contractor agrees to provide professional services regarding snow plowing on County Road 265 ("Services") as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 1, 2024, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County in responding to changing conditions in a timely manner, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Five Thousand Dollars and No/100 U. S. Dollars (\$5,000.00) per season, and as further defined in Appendix A attached hereto. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Contractor pursuant to paragraph 12 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DISCRIMINATION.

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

8. IMMIGRATION COMPLIANCE CERTIFICATION.

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

9. ADA COMPLIANCE.

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

10. MISCELLANEOUS.

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

- b. **AMENDMENT.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

13. NOTICES.

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

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

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

Contractor: SG Interests I, Ltd.
100 Waugh Drive, Suite 400
Houston, TX 77007
Attn: Robbie Guinn, Vice President-Land

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

14. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

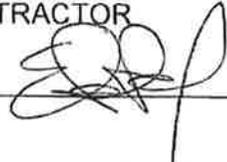
COUNTY MANAGER
GUNNISON COUNTY, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

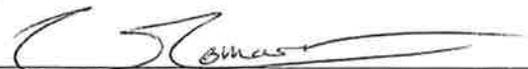
By: _____


STATE OF Colorado)
)
COUNTY OF LaPlata)

The foregoing was signed and acknowledged before me this 19 day of December 2023, by Eric Sandford.

Witness my hand and official seal.
My Commission expires: 10/20/2026.

CHRISTOPHER TERRY ROMERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224040786
MY COMMISSION EXPIRES 10/20/2026



Notary Public

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1. SG Interests (SG) owns and operates a John Deere 770D motor grader with a blade and wing attachment.
2. This same motor grader is stored and used by SG on SG property near Gunnison County Road #265.
3. SG will plow snow on CR #265 (also known as Buzzard Divide Road) from the intersection of Colorado State Highway #133, to the beginning of USFS Road #265 in Section 10, T11S, R90W.
4. SG will plow snow from CR #265 when four inches (4") or more of snow has accumulated. This may require multiple separate plow trips in an eleven hour period.
5. SG will wing the plow route as needed to maintain sixteen feet (16') of driving surface. No snow will be placed in driveways as a result of this activity.
6. SG will ensure that residential and other driveways off CR #265 will not be blocked by windrows of plowed snow. SG will not plow private driveways.
7. No plowing will be required by Gunnison County between the hours of 4:00 PM and 5:00 AM.
8. SG estimates that a complete single plow (est of 4" of snow) of CR #265 (approximately a distance of 5 miles) will take two (2) hours.
9. SG will charge the County \$250.00 per hour for snow plowing services as defined under this agreement.
10. SG agrees to a "Not to Exceed" without notice provision in the Contractor Agreement. SG will provide either a written notice or email if SG estimates the total bill to the County during a single season will exceed \$5,000. SG will only exceed the budgeted amount of \$7,500 limit with prior written or email approval.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding by and between Gunniso

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: National Forest Foundation and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

MOU between Gunnison County and National Forest Foundation for shared stewardship coordinator position

Fiscal Impact: \$120,000

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024

MEMORANDUM OF UNDERSTANDING

by and between

Gunnison County and National Forest Foundation

for

Gunnison County Stewardship Coordinator Position affiliated with the Great Outdoors Colorado Stewardship Impact Grant Program of Work

INTRODUCTION

This Memorandum of Understanding (“**MOU**”) for partnership through the Great Outdoors Colorado (“**GOCO**”) Stewardship Impact Grant Program (“**Grant**”) is made this ____ day of _____, 2023 by and between the County of Gunnison, Colorado and its governing Board of County Commissioners (“**Board**”) and the National Forest Foundation (“**NFF**”). The Gunnison County Sustainable Tourism and Outdoor Recreation (“**STOR**”) Committee, a Gunnison County entity, will serve as a partner for the Stewardship Impact Grant Program as further described herein. Gunnison County and the NFF are referred to collectively as the Parties (“**Parties**”) and individually as a Party (“**Party**”).

PURPOSE

This MOU describes the mutual understanding and respective responsibilities of the Gunnison County Board, STOR Committee and the NFF for purposes of their partnership through the GOCO Stewardship Impact Grant to hire a *Gunnison County Stewardship Coordinator* (“**Coordinator**”) who shall help implement the *Gunnison County Stewardship Program* (“**Program**”). Further purposes of this MOU are to foster trust, clarify roles, and promote effective cooperation. This cooperation serves the mutual interest of the Parties and the public.

BACKGROUND

Gunnison County

Gunnison County supports the stewardship of its public and conserved lands. The County appreciates the efforts of stewardship organizations and land managers to advance strategic stewardship and sustainable use initiatives across Gunnison County.

Sustainable Tourism and Outdoor Recreation Committee

The STOR Committee is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values. A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The STOR Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economic and outdoor recreation experience while preserving the natural resources of Gunnison County.

National Forest Foundation

The NFF, chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. The NFF believes that communities should play a leading role in determining the future of our National Forests and Grasslands, and thus focuses efforts on connecting these communities, and the people who comprise them, to the tools, knowledge, and funding to become active and devoted stewards of the public estate. In Gunnison County, the NFF is coordinating the *Gunnison County Stewardship Fund* in partnership with the STOR Committee and local business, nonprofit and land management partners.

Mutual Benefit

The Parties mutually recognize the opportunity to leverage resources from GOCO and other sources, and to leverage respective expertise to hire the Coordinator and promote stewardship in Gunnison County and Western Colorado, and are therefore mutually supportive of the Coordinator and Program. Nothing in this MOU shall be construed as creating a joint venture, agency or other legal relationship between Gunnison County and the NFF except as expressly stated in this MOU.

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

AGREEMENTS

1. Position Description
 - a. The Parties recognize that the Coordinator will spend approximately 60% of his or her time on projects within Gunnison County.
 - b. The Parties agree to review the Coordinator's role and effectiveness after the first year, and to make adjustments if needed to ensure that the position is set up for success.
2. Gunnison County's Commitments
 - a. Provide a designated point of contact to represent Gunnison County and the STOR Committee for all purposes of Program management.
 - b. Work with NFF to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
 - c. Provide an office and workspace for the position.
 - d. Work closely with NFF to financially support the Coordinator position as described in and subject to the following sections, including:
 - i. Receive and process invoices within a timely manner and maintain all required financial documentation from the NFF for preapproved expenses as described in the Grant budget;
 - ii. And, following associated payment from GOCO, reimburse the NFF for preapproved expenses occurred during the invoice period.
3. NFF's Commitments
 - a. Support the objectives and defined scope of the Grant and Project as developed by Gunnison County and the STOR Committee.
 - b. Recruit, hire, supervise and manage the Coordinator in close coordination with Gunnison County and the STOR Committee.
 - c. Work with Gunnison County and STOR Committee to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
 - d. Provide equipment (i.e., laptop, phone), necessary training (e.g., wilderness first aid, chainsaw or crosscut saw, facilitation and other NFF-specific training), and other enrichment and professional development opportunities each year of the grant period.
 - e. Ensure all related activities and finances are in compliance with Gunnison County requirements, GOCO requirements, and other state and federal regulations as applicable.
 - i. Track finances and expenditures related to the Coordinator.
 - ii. Submit invoices and all required invoice documentation for preapproved expenses as described in the Grant budget to Gunnison County;
 - iii. Receive reimbursement from Gunnison County following payment by GOCO for preapproved expenses.
 - f. Coordinate closely with Gunnison County and STOR Committee on all communications,

- media outreach, content amplification, and messaging.
- g. Maintain required insurance in full force and effect during the duration of the Coordinator's position.

FUNDING

Gunnison County, STOR Committee and the NFF commit to following the Project Budget as defined within the Grant. Parties agree they have reviewed the proposed two-year Project Budget and agree it reflects all anticipated sources and uses of funds for the Project, and is a reasonable and accurate estimate and expectation.

Parties agree that, over the first two years of the position, Gunnison County and STOR Committee shall provide funding to the NFF to cover \$120,000 for the Coordinator's salary, benefits and fringe above and beyond the funds provided by committed by other entities in the Project Budget. NFF shall invoice Gunnison County for these expenses in alignment with the Project Budget.

Parties further agree that Gunnison County reserves the right to reject invoices from the NFF for any and all expenses incurred in excess of budgeted amounts and/or for scope outside of the defined commitment. Parties agrees to make good faith effort to be the best steward of GOCO and other funding partners' support and ensure efficient, effective program and project implementation.

Further, all funding is contingent upon commitment and release of Grant award funds. In the event GOCO does not or cannot fulfill budgeted Grant funding, Gunnison County is not liable for payments to the NFF beyond those which Gunnison County has already approved for payment.

COUNTY FUNDS SUBJECT TO APPROPRIATION

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

NO WAIVER OF GOVERNMENTAL IMMUNITY

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

TERM and TERMINATION

This MOU takes effect upon the signatures of Gunnison County and the NFF, and shall remain in effect for a minimum of 3 years from the date of execution or through date of conclusion of the Grant award and implementation period, whichever occurs last. The MOU may be amended upon written request by any of

the parties. Any party may terminate this MOU with a 30-day written notice to the other parties.

Failure to honor any of the commitments stated herein may also result in termination of this MOU. In event of early termination, and unless such termination occurs pursuant to the County Funds Subject to Appropriation Section above, payment due will be prorated based on actual costs incurred for performance of Grant work up through date of termination. In event of early termination, Parties agree to work together to minimize negative impacts on any on-going program participants.

This MOU in no way restricts Gunnison County, STOR Committee or the NFF from participating in similar activities with other public or private agencies, organizations, and individuals, or from other grant seeking or collaboration with GOCO.

NOTICE

Any notice, demand, request, consent, approval, or communication that either Party is required to give the other shall be in writing to the PRINCIPAL CONTACTS herein. All Parties may facilitate regular communications via mail, email, in-person, telephone, or other mechanism as deemed appropriate.

PRINCIPAL CONTACTS

GUNNISON COUNTY CONTACT
Cathie Pagano, Director, Gunnison County
Office of Community & Economic Development
221 N. Wisconsin St.
Gunnison, CO 81230
970-641-0360

NFF CONTACT
Joe Lavorini, Rocky Mountain Region Program
Director
National Forest Foundation
27 Fort Missoula Road, Suite 3
Missoula, MT 59804-7212
720-670-6254

Signatory: Date
Title:
Board of County Commissioners, Gunnison County, Colorado

DocuSigned by:

18384F068BD14D0... 12/14/2023

Mary Mitsos Date
President & CEO
National Forest Foundation

APPENDICES

Gunnison County Stewardship Coordinator Position Description

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Retirement Association Retirement Plan an

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2024

Term Ends:

Grant Contract #:

Summary:

Requesting approval for the 2024 increase to match on the 457(B) from 2% to 3% by signature on the Participation Agreement and Adoption of the drafted Discretionary Employer Match Contributions Policy.

Fiscal Impact:

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Gunnison County, Colorado

Association Member Original Participation Date: January 1, 1969

Participation Agreement Effective Date: January 1, 2024

Prior Participation Agreement Date: October 1, 2020

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- All Employees.** Every Employee of the Participating Employer.
- All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- Immediately as of:
 - The Eligible Employee’s Date of Hire.
 - The first day of the Eligible Employee’s first full payroll period.
- Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

- Status of Employee is not applicable. All Employees are *Eligible Employees*, per Section 1.16.
- In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- A Participant who continues in the employ of the Participating Employer but ceases to be employed as an *Eligible Employee* will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS.** The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Participating Employer will contribute 3 % of the Compensation of such Participant for the Plan Month.
- The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS.** The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant’s annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- The Participating Employer elects not to make Prior Service Benefit Contributions.
- The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is _____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over _____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the “***Pay Out Period***”). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- The Mandatory Participant Contribution will equal 3 % of the Compensation of such Participant for the Plan Month.
- The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- The Mandatory Participant Contribution will equal:
- ____% of Compensation based on ____ attained of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.** The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

- Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.
- The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.
- _____ [Name of 457(b) plan].

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as “picked-up” and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the “pick-up” nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS**. In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.[†]

[Specify one option only.]

- Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- Graded Vesting.*** A Participant will vest pro rata monthly at 20 % annual rate. (must be more than 10%).
- Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):
- 1st Year of Service: _____ %
- 2nd Year of Service: _____ %
- 3rd Year of Service: _____ %
- 4th Year of Service: _____ %
- 5th Year of Service: _____ %
- 6th Year of Service: _____ %

[†] *Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.*

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Specify one option only.]

- Not Applicable. Employer is an existing Participating Employer.
- Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

[Specify one option only.]

- Not Applicable. Participants are 100% vested in their Accounts.
- In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.
- Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- Participant loans are *not* allowed.
- Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- Bonuses.
- Overtime pay.
- Premiums for shift differential.
- Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- Holiday pay.
- Vacation pay.
- Sick pay.

- Paid Time Off (PTO).
- All post-severance compensation.
- Other *[please specify]*:_____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20_____.

Gunnison County, Colorado
Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20_____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: CRA Executive Director

13845387_v11

Gunnison County
Participating Employer
401(a) Plan Discretionary Employer Matching Contributions Policy

The Board / Commissioners has adopted 401(a) and 457(b) Participation Agreements to be effective January 01, 2024.

Whereas **Gunnison County**, (Participating Employer) will be making Discretionary Employer Matching Contributions into the 401a Plan as follows:

- Matching contribution of up to 3% (dollar-for-dollar) for all eligible employee compensation per pay period based on the eligible employee contribution into their CRA 457(b) Plan.

Dated this 2nd day of January, 2024.

Participating Employer: **Gunnison County**

By: _____

Title: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; State of Colorado Dep

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins: Jan 1 2024

Term Ends:

Grant Contract #:

Summary:

Annual amendment to the MOU between Gunnison County and CDEC for the Child Care Assistance Program.

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: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient, though it may be worth asking why this MOU is only now coming before the BOCC, almost a year after its purported effective date. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 12/29/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 1/2/2024



COLORADO
Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of _____ County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of _____ County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Assistance Program using fair and objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.
- g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.
- h. The County will meet established accuracy requirements that ensure compliance with Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan due to service disruptions or for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.
- d. CDEC will not penalize counties for not meeting the required eligibility performance measures when it is due to a system service disruption that impacts a county's ability to meet timeliness and accuracy rates.

CDEC acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph c as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2503-8 or any other applicable regulation promulgated by CDEC. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.
- f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.
- g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.
- h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

- i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.
- j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.
- k. CDEC will provide reports on County performance monthly.
- l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.
- m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.
- n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

- a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program

regulation;

- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year and as described in section 3.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.
 - iv. Failing to meet timely processing and accuracy requirements as described in section 3.
- c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.
 - iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:
 - i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged

performance problem.

- ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
 - iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or correct the failure before CDEC assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.
- c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.
- d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

12. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDEC and the County or group of Counties to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,
STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; State of Colorado Department of Human Services; Colorado Works Program; 7/1/2022 thru 6/30/2025

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Colorado Works MOU SYF- 23-24 Annual Reaffirmation

Fiscal Impact:

Submitted by:

Blair Burgess

Submitter's Email Address:

bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: Perry Solheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient, though it may be worth asking why this MOU is backdated to July 2022 and only coming before the BOCC in December 2023 -- almost a year and a half after it is supposed to have become effective. MRh

Reviewed by: Matt Hoyt

Discharge Date: 12/29/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: Matthew Birnie

Discharge Date: 12/29/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 0 Minutes

Agenda Date: 1/2/2024



OPERATION MEMO

Title: Colorado Works Memorandum of Understanding SFY 23-24 - Annual Reaffirmation	Office/Division: Division of Economic and Workforce Support	
Memo number: OM-DEWS-2023-0013	Program area: Colorado Works	
Outcome: Counties provide signed copies of the CW MOU.		
Pertinent statute/rule: 9 CCR 2503-6, 26-2-715, C.R.S.		
Keywords: Colorado Works (CW), Memorandum of Understanding (MOU)		
Issue date: December 18, 2023	Effective: Immediately	Expires: July 1, 2025

Intended recipients

This communication has been sent to all county human service directors. Please forward pertinent information to staff members as you deem necessary.

Purpose

Colorado Revised Statute (C.R.S) 26-2-715 requires the Department of Human Services and Colorado counties to enter into an annual performance contract with each county to identify its duties and responsibilities in implementing the Colorado Works (CW) program. This annual performance contract is in the form of a Memorandum of Understanding (MOU) which is jointly signed by each county's Board of County Commissioners (BOCC) and the Department's Executive Director.

Action

Counties have until February 29, 2024, to execute the MOU and return the MOU to CDHS. Please send the county signed agreement by February 29, 2024, to:

Colorado Department of Human Services Attn: Division of Economic and Workforce Support

1575 Sherman Street, 3rd Floor, Denver, CO 80203

Or by email to: CDHS_DEWS_Policy_Inbox@state.co.us



Background

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program. CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made. This MOU - Annual Reaffirmation shall be valid through the end of the current MOU period, June 30, 2025.

Attachments

SFY 23-24 CW MOU OM-DEWS-2023-0012

Supersedes

N/A

Contact

For more information about this memo, please contact the Division or Economic and Workforce Support at cdhs_emplbendiv@state.co.us.

Operation memos are active for three years; then they are archived and reissued if necessary. Access the CDHS Memo Series at cdhs.colorado.gov/our-partners/counties/cdhs-memo-series.





MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of _____ County, Colorado.

This Memorandum of Understanding (MOU) is made this 1st day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of _____ County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1) **MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715.

2) **TERM**

a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

3) **REQUIRED DUTIES OF THE COUNTY**

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



- d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

4) OPTIONAL OUTCOME MEASURES

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues



regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

5) DUTIES OF CDHS

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

6) JOINT STATE AND COUNTY DUTIES

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

7) REMEDIATION PLANS

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

8) SANCTIONS



a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

11) DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

12) SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

13) INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.



The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

14) NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

15) DISPUTE RESOLUTION

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
 - i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.
 - ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.
 - iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c) None of these options will be a jurisdictional prerequisite to legal action by either party.



COLORADO
Department of Human Services

COUNTY OF _____ COLORADO, by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; Almont Fire House LLC, A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Almont Fire House LLC, Adobe House LLC, and Bighorn LLC are applying for a Boundary Line Adjustment between 3 parcels located within the NE1/4SE1/4 of Section 22. Township 51 North. Range 1 East of the N.M.P.M.

Fiscal Impact:

Submitted by: Sean Pope

Submitter's Email Address: spope@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 12-19-23

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 12/29/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

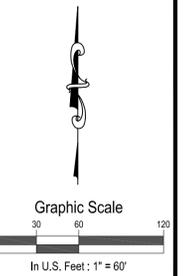
Worksession

Time Allotted: 5

Agenda Date: 1/2/2024

Boundary Line Adjustment Plat of Parcels 1, 2, and 3, Taylor Parcels

Situating within the NE1/4SE1/4 of Section 22
Township 51 North, Range 1 East of the New Mexico Principal Meridian
Gunnison County, Colorado



SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

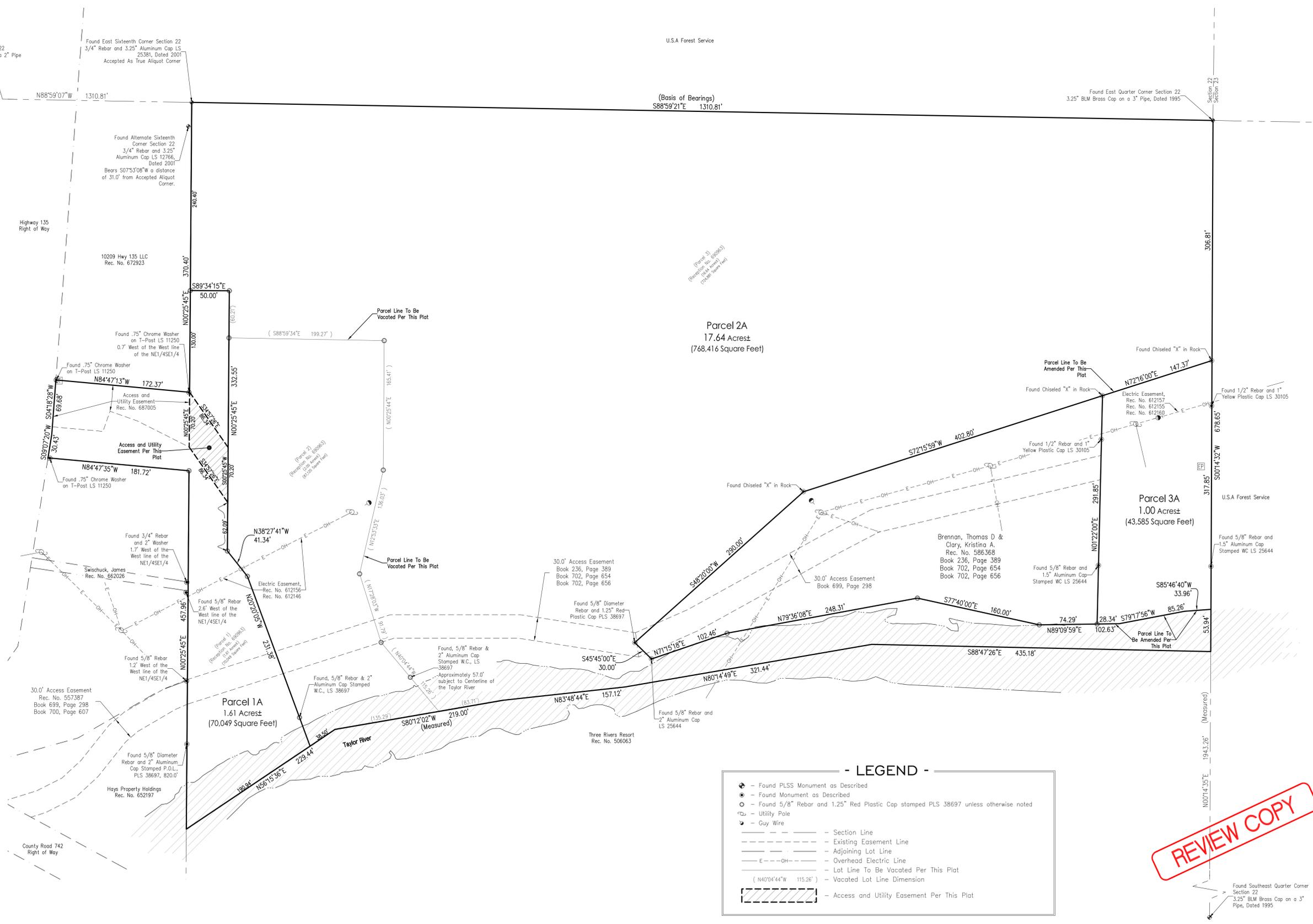
Taylor Parcels Boundary
Line Adjustment
Gunnison County, Colorado

#	Revision	Date	By:

Job No. 2021-598.001
Drawn by: MMT
Date: 12/18/2023
Approved: PLS:
File: TaylorBLA_2.dwg

Title:
Boundary Line Adjustment Plat

Sheet No.
2
Of: 2



REVIEW COPY

Z:\Gunnison\2021\598-Enrollment\001\1r-Draw\Draw\Baseline\TaylorBLA_2.dwg PlotDate: 12/18/2023 12:22 PM By: Erik Bjornstad



Sean Pope, Planner

(970) 641-7981

spope@gunnisoncounty.org

www.GunnisonCounty.org

To: Board of County Commissioners

RE: LUC-23-00051 | Boundary Line Adjustment | Almont Fire House LLC, Adobe House LLC, Bighorn LLC

Date: December 21, 2023

The Applicants, Almont Fire House LLC, Adobe House LLC and Bighorn LLC represented by Michael Dawson, request a Boundary Line Adjustment on three parcels situated within the NE1/4SE/14 of Section 22, Township 51 North, Range 1 East of the N.M.P.M., as shown in Exhibit A. Two of the lots contain single family residences, while the third contains the former Almont Fireman's Association building and is classified as vacant. The owners are applying to modify a Boundary Line Adjustment completed on June 6, 2023 in order to sell parcels 1A and 2A, with Adobe House LLC retaining Parcel 3A.

The Boundary Line Adjustment Plat was reviewed by planning staff and the County Attorney's Office on December 14, 2023 and required minor updates. The updated plat was received on December 18, 2023 and was found to comply with the standards of Gunnison County's Land Use Resolution Section 5-103: *Standards for Approval of Administrative Review Projects* and 5:104:L – *Application Form For Boundary Line Adjustments*.

Gunnison County Land Use Resolution Section 5-102: E – *Boundary Line Adjustment* describes a process for adjusting the lot lines between adjacent parcels. Boundary Line Adjustments are classified as Administrative Review projects for which the Board of County Commissioners make a decision. Section 5-103: *Standards for Approval of Administrative Review Projects* describes the standards for approval:

Section 5-103: *Standards for Approval of Administrative Review Projects* describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.
3. COMPLIANCE WITH SPECIFIC STANDARDS. In addition, the following standards shall apply to individual types of Administrative Review Projects:
 - a. ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS. The Community Development Director may approve an application for a boundary line adjustment if the following additional standards are met:
 1. INSUBSTANTIAL CHANGE. The purpose of the adjustment shall be to make an insubstantial boundary change between adjacent parcels; and

2. NOT CREATE ADDITIONAL LOTS. The adjustment shall not create more than the original number of lots or parcels, nor provide the opportunity to create a new or additional lot for resale or development purposes, nor be used to increase the maximum allowable floor area for a parcel; and,

3. MINIMUM LOT SIZE. Following the adjustment, the lots shall continue to meet any applicable minimum lot size standards of this Resolution, except in the case of a nonconforming lot, in which case the adjustment shall not increase the degree to which it is nonconforming.

Staff recommends that the Board approve the Boundary Line Adjustment and finds that the application complies with all applicable standards found in LUR Section 5-103, as the Boundary Line Adjustment does not create any additional lots, the resultant lots meet the minimum lot size, and the character of the resultant parcels remains residential, consistent with community character. Based on this evaluation, it is determined that the Boundary Line Adjustment as proposed would be an insubstantial change.

Sean Pope

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00034. Click on "Attachments".

- A. LUC-23-00051 - Boundary Line Adjustment Plat
- B. LUC-23-00051 – BOCC Memo

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Thompson Divide Withdrawal; Gunnison County's Comm

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Comments on the draft environmental assessment and finding of no significant impact by the United States Forest Service for the Thompson Divide Withdrawal Project.

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 12/21/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/21/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 1/2/2024



File Code: 1950
Date: December 8, 2023

Dear Interested Parties:

The USDA Forest Service (USFS) is now accepting comments on the draft environmental assessment and finding of no significant impact for the Thompson Divide Withdrawal Project.

The USFS and USDI Bureau of Land Management (BLM) submitted an application requesting the Secretary of the Interior withdraw approximately 224,713 acres of lands and interests administered by the USFS and BLM 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. If the Secretary of the Interior were to grant the withdrawal, federal lands and interests in the withdrawal application area would be closed to sale or exchange, and no new mining claims or mineral or geothermal leases would be authorized for a term up to 20 years. Non-federal lands and interests would not be subject to the withdrawal unless they are subsequently acquired by the federal government.

The purpose of the requested withdrawal is to protect and preserve cultural, agricultural, ranching, wildlife, air quality, recreational, ecological, and scenic values in the Thompson Divide area of Colorado from potential impacts that may arise from mineral exploration and development. Additionally, closing federal lands in the withdrawal application area to sale and exchange would retain a contiguous landscape resulting in more efficient and effective management of USFS and BLM administered lands.

The withdrawal application area includes portions of the White River National Forest, Grand Mesa, Uncompahgre, and Gunnison National Forest, and BLM Colorado River Valley Field Office, BLM Gunnison Field Office, and BLM Uncompahgre Field Office, in Pitkin, Gunnison, and Garfield Counties, Colorado.

How to Submit Comments

A draft environmental assessment and finding of no significant impact for the Thompson Divide Withdrawal Project are available at the USFS project website:

www.fs.usda.gov/project/?project=63679.

Comments on the draft environmental assessment and finding of no significant impact will be accepted until Monday, January 8, 2024. Electronic comments may be submitted at <https://cara.fs2c.usda.gov/Public//CommentInput?Project=63679>. Written comments may be submitted by mail or hand delivered to Anthony Edwards, Deputy Forest Supervisor, Grand Mesa, Uncompahgre and Gunnison National Forest, 2250 South Main Street, Delta, Colorado 81416. Business hours are Monday through Friday, 8:00 am-4:00 pm, excluding federal holidays. Comments sent by email will not be accepted.



It is the responsibility of the sender to ensure timely receipt of any comments submitted. All comments received, including names and addresses of commenters shall be placed in the project file and shall become a matter of public record for this proposed action. The Responsible Official for this decision is the Secretary of the Interior. Neither the request for the withdrawal to the Secretary, nor the decision by the Secretary is subject to the USFS pre-decisional administrative review (objection) process under 36 CFR Part 218 or the administrative appeal process at 43 CFR Part 4 or 36 CFR Part 214.

Public Meeting

The USFS and BLM will host a virtual public meeting on Monday, December 18th, from 6 pm-7 pm. The meeting will consist of a short presentation explaining the requested withdrawal, information on how to submit a public comment, and a question-and-answer session. Register for the virtual public meeting at <https://bit.ly/4878ZFYV>. To request accommodations or for inquiries about accessibility, please contact Olivia Blake at 970-200-6195 or olivia.blake@usda.gov. The public meeting will be recorded and posted on the USFS project website for those unable to attend.

For additional information about the Thompson Divide Withdrawal Project, please visit the USFS project website identified above or contact Elysia Retzlaff, Withdrawal Project Manager, at elysia.retzlaff@usda.gov.

We appreciate your interest and involvement with this project.

Sincerely,

 Digitally signed by CHAD STEWART
Date: 2023.12.07
08:17:11 -07'00'

CHAD STEWART
Forest Supervisor
Grand Mesa, Uncompahgre, and Gunnison National Forests

 Digitally signed by SCOTT FITZWILLIAMS
Date: 2023.12.07
07:38:37 -07'00'

SCOTT FITZWILLIAMS
Forest Supervisor
White River National Forest



U.S. Department of Agriculture
Forest Service

December 2023

U.S. Department of the Interior
Bureau of Land Management

Thompson Divide Withdrawal

Environmental Assessment and Draft Finding of No Significant Impact



Lead Agency: U.S. Department of Agriculture, Forest Service

Cooperating Agencies:

- U.S. Department of the Interior, Bureau of Land Management
- Pitkin County, Colorado
- Garfield County, Colorado
- Gunnison County, Colorado
- Town of Carbondale, Colorado
- Town of Crested Butte, Colorado
- City of Glenwood Springs, Colorado

For more information, visit: <https://www.fs.usda.gov/project/?project=63679>

Or contact:

Elysia Retzlaff
Withdrawal Project Manager
Rocky Mountain Regional Office
elysia.retzlaff@usda.gov

Cover photo credits: *East Beckwith Mountain from the West Elks Scenic Byway, Jared Pierce October 2023*

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer and lender.

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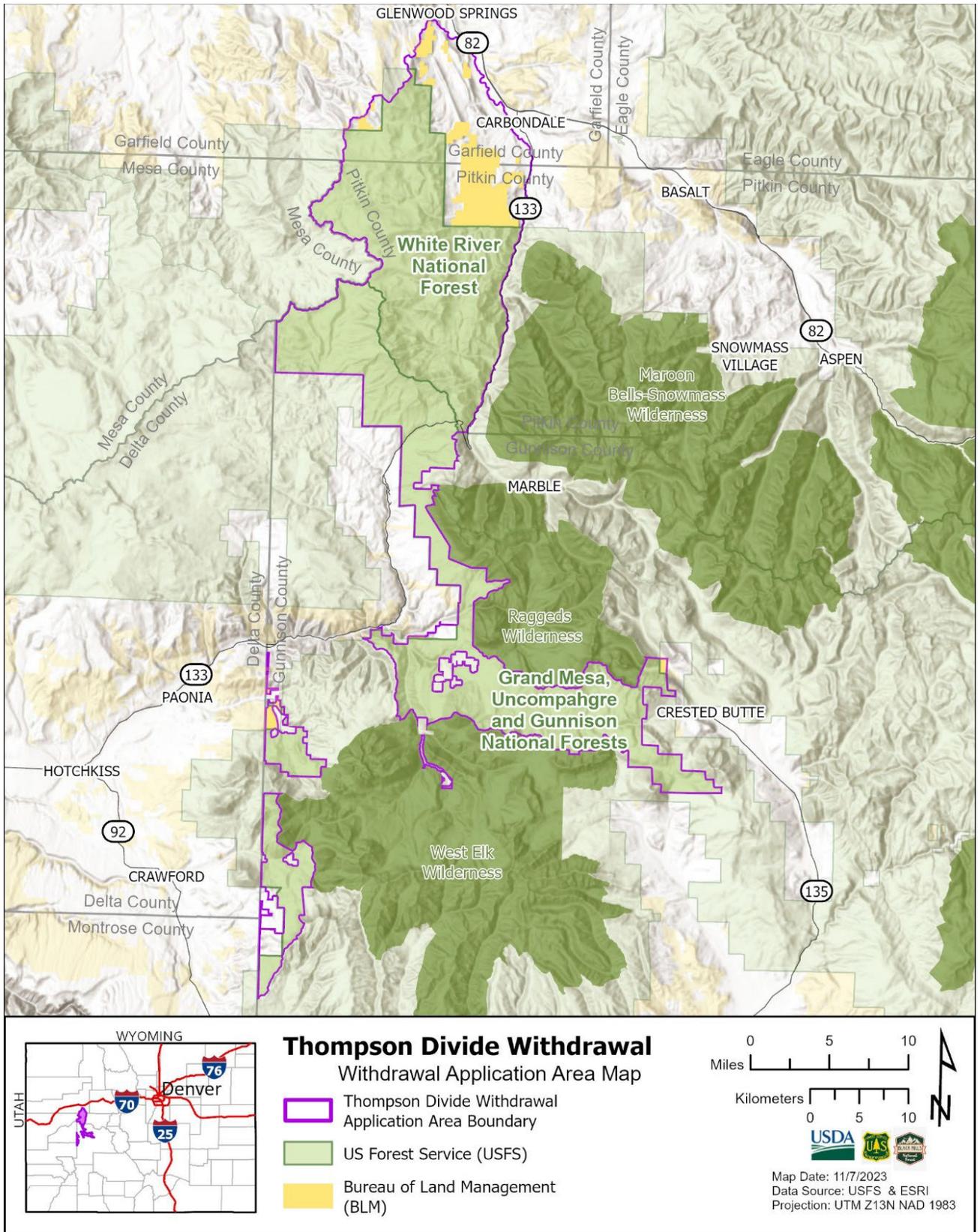


Figure 1. Thompson Divide Withdrawal application area

Chapter 1 – Purpose and Need

Introduction

The U.S. Department of Agriculture, Forest Service (USFS) and U.S. Department of the Interior, Bureau of Land Management (BLM) have submitted applications requesting that the Secretary of the Interior withdraw approximately 224,713 acres of lands and interests in lands administered by the Forest Service and BLM 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 for 20 years, subject to valid existing rights.

Under the BLM withdrawal regulations at 43 Code of Federal Regulations (CFR) Part 2300, the USFS, as the lead applicant, has prepared information, studies, analyses, and reports to be included in the case file that informs the Secretary of the Interior’s consideration of the withdrawal request.

This environmental assessment is a component of that case file and is written in accordance with Council for Environmental Quality regulations implementing the National Environmental Policy Act (NEPA), found at 40 CFR Parts 1500–1508 and the Department of the Interior’s NEPA regulatory requirements found at 43 CFR Part 46.

Background

The Thompson Divide withdrawal application area is relied upon for its multi-use values – by local grazers for summer range, sportsmen and women for its superlative hunting and angling opportunities, and recreationists for a broad range of year-round activities. Protecting the Thompson Divide area from energy development impacts has long been the goal of a diverse group of stakeholders, including hunters, ranchers, conservationists, and local governments. After decades of grassroots effort from these stakeholders, the Bureau of Land Management published a Notice of Withdrawal Application in the Federal Register on October 17, 2022. Publication of the notice triggered a two-year segregation period of the lands requested for withdrawal and initiated a 90-day public comment period. The segregation temporarily removed the federal lands in the withdrawal application area from all forms of entry, appropriation, and disposal under the public land laws; location, entry, and patent under the mining laws; location, entry, and patent under the mining laws; and operation of the mineral leasing, mineral materials, and geothermal leasing laws, for two years, subject to valid existing rights. The segregation is intended to preserve the status quo while the USFS prepares the information, studies, analyses, and reports that the BLM will use to prepare the case file for the withdrawal package.

Location of Withdrawal Application Area

The withdrawal application area occupies portions of Garfield, Gunnison, and Pitkin Counties in western Colorado and includes lands within the administrative boundaries of the Grand Mesa, Uncompahgre, and Gunnison National Forests (GMUG), White River National Forest (WRNF), BLM Colorado River Valley Field Office, BLM Gunnison Field Office, and BLM Uncompahgre Field Office (figure 1). Nearby communities include Carbondale, Crested Butte, Gunnison, Glenwood Springs, Paonia, and Somerset. The withdrawal application area is adjacent to the West Elk Wilderness and Ragged Wilderness.

Purpose and Need

The term “withdrawal” means, in part, withholding an area of federal land from settlement, sale, location, or entry under some or all of the general land laws, for the purpose of limiting activities under those laws to maintain other public values in the area or reserving the area for a particular public purpose or program (43 CFR 2300.0-5(h)).

The purpose and need of the requested withdrawal is to prevent sale or exchange of USFS and BLM administered lands in the withdrawal application area and protect these lands, and the natural resources therein, from the potential adverse effects that may arise from mineral exploration and development. The requested withdrawal would retain the contiguous landscape, resulting in more efficient and effective administration of USFS and BLM administered lands and to protect the agricultural, ranching, wildlife, air quality, recreation, ecological, and scenic values of the Thompson Divide Area for both intrinsic and economic value to local communities.

Withdrawal Authority and Decision Process

Section 204 of the Federal Land Policy and Management Act of 1976 authorizes the Secretary of the Interior to make, modify, extend, or revoke withdrawals. The BLM receives, reviews, and processes applications for withdrawals from all federal land management agencies. The Secretary of the Interior establishes a withdrawal by issuing a Public Land Order (PLO) that is published in the *Federal Register*. Under the Federal Land Policy and Management Act, withdrawals aggregating 5,000 acres or more may be implemented for up to a 20-year term. The Secretary of the Interior may extend a withdrawal for additional term(s) if it is determined the original purpose for the withdrawal still exists.

Under the BLM’s withdrawal regulations at 43 CFR Part 2300, the USFS, as the lead applicant for the requested withdrawal, prepares the information, studies, analyses, and reports that the BLM will use to prepare the case file for the withdrawal application. The BLM uses the case file to develop findings and recommendations for consideration by the Secretary of the Interior. The Secretary of the Interior has discretion to allow or deny, in whole or in part, a withdrawal application (43 CFR 2310.3-3).

The decision to withdraw the land requested lies with the Secretary of the Interior; the USFS and BLM are applicants in this process. Neither the request to the Secretary of the Interior, nor any decision by the Secretary to withdraw the land requested, is subject to the administrative review provisions of the USFS regulatory framework. That is, the environmental assessment and the other documents being prepared by the USFS are not subject to the USFS pre-decisional administrative review (objection) process under 36 CFR Part 218. Additionally, the Secretary of the Interior’s decision on the USFS’s application is not subject to the administrative appeal process at 43 CFR Part 4 or at 36 CFR Part 214.

Land and Resource Management Plans

This analysis tiers to the final environmental impact statements for the following USFS land and resource management plans and BLM resource management plans:

- White River National Forest Land and Resource Management Plan (USDA FS 2002)
- Grand Mesa, Uncompahgre, and Gunnison National Forests Land and Resource Management Plan (USDA FS 1991)
- Colorado River Valley Field Office Resource Management Plan (USDI BLM 2015)

- Gunnison Resource Area Resource Management Plan (USDI BLM 1993)
- Uncompahgre Field Office Resource Management Plan (USDI BLM 2020)

This environmental assessment also incorporates by reference the Thompson Divide Withdrawal Reasonably Foreseeable Development Report (USDA FS 2023a) and supporting resource reports for socioeconomics, recreation, scenery, cultural resources, grazing and rangelands, lands program, USFS and BLM special areas, watershed resources, aquatic wildlife, terrestrial wildlife, botanical and non-native invasive species, air quality, and climate change. The Reasonably Foreseeable Development Report and supporting resource reports are available on the [project website](#).

Chapter 2 – Alternatives

This section describes a range of reasonable alternatives, including Alternative A – Proposed Action (withdrawal) and Alternative B – No Action (no withdrawal), as well as alternatives that were considered but eliminated from detailed analysis.

Alternative A – Proposed Action (Withdrawal)

Under Alternative A, the Secretary of the Interior would issue a Public Land Order to withdraw all or a portion of 224,713 acres of lands and interests in lands administered by the USFS and BLM 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 for up to 20 years, subject to valid existing rights. The withdrawal would prohibit the sale or exchange of federal lands and interests in lands in the withdrawal application area and close those federal lands and interests in lands to mineral entry. No new mining claims could be located and no new mineral leases could be issued. However, the withdrawal would not restrict ongoing or future mineral exploration or development on valid existing rights.

The withdrawal application area encompasses approximately 200,526 acres administered by the USFS; 15,465 acres administered by the BLM; and 8,721 acres of federal interests in lands underlying non-federal surface lands. The withdrawal would not apply to approximately 35,555 acres of non-federal lands and interests in lands located in the withdrawal application area. Holders of state, county, and private interests could continue to exercise their rights. However, if ownership of these non-federal lands or interests in lands were acquired by the United States through means such as sale or exchange to be managed by the USFS or BLM, such lands and interests in lands would be subject to the withdrawal.

Aside from activities that would be prohibited by the withdrawal, all activities currently consistent with the applicable forest plans or resource management plans and applicable laws and regulations, including public recreation and other USFS or BLM management activities (e.g., timber management), could continue under alternative A. People would continue to enjoy and use the lands of the Thompson Divide as described in chapter 3.

Alternative B – No Action (No Withdrawal)

Under alternative B, the Secretary of the Interior would not withdraw lands and interests in lands administered by the USFS and BLM from 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. USFS and BLM lands and interests in lands in the withdrawal application area would remain available for sale or exchange, mineral entry and location, and mineral and geothermal leasing and development.

Selection of alternative B would not authorize any action nor make any decision approving mineral exploration and development. Any future proposals for sale or exchange of land, or mineral leasing, exploration, or development would be subject to the appropriate NEPA and decision-making processes to examine site-specific impacts of specific proposals.

The USFS and BLM prepared the Thompson Divide Withdrawal Reasonably Foreseeable Development Report (USDA FS 2023a). to project the future types and magnitude of mineral exploration and development that could occur in the Thompson Divide withdrawal application area over the next 20 years absent a withdrawal. The projections in the Reasonably Foreseeable Development Report were then used to evaluate potential outcomes and risks to resources in the withdrawal area under the no action alternative (alternative B). See Chapter 4 – Environmental Consequences for additional information.

Alternatives Considered but Eliminated from Detailed Analysis

Sometimes alternatives are suggested or proposed that on examination do not adequately respond to the purpose and need for the action, are technically or economically cost prohibitive, are not ripe for consideration, are remote or speculative, are substantially similar in design to an existing alternative, would have substantially similar effects as an existing alternative, or the authority does not exist to approve such actions (USFS Handbook 1909.15, Section 14.4). In such cases, these alternatives are usually eliminated from detailed analysis. Alternatives that were considered and eliminated from detailed analysis are described below, along with the rationale for their elimination.

Permanently Withdraw the Lands and Interests in Lands

Some commenters suggested a permanent withdrawal. The USFS considered this alternative but eliminated it from detailed analysis because a permanent withdrawal would require congressional action. The Secretary of the Interior lacks the authority to make a withdrawal lasting more than 20 years for areas aggregating more than 5,000 acres (section 204(c) of the Federal Land Policy and Management Act). However, the Secretary of the Interior may extend withdrawals established under the Federal Land Policy and Management Act if the purpose for the withdrawal warrants that the withdrawal remains in place, but only for a period that shall not exceed the duration of the original withdrawal period. Additionally, the environmental consequences of a permanent withdrawal are likely to be substantially similar to those of alternative A, a withdrawal of the lands for an up-to-20-year term.

Withdraw a Subset of the Withdrawal Application Area

Some commenters suggested a smaller withdrawal area. The Secretary of the Interior has the authority to approve or deny the proposal in whole or in part. Therefore, the Secretary may decide to withdraw the entire area or to make a more limited withdrawal by excluding some lands. As such, an alternative that explores withdrawing only a subset of lands is within the scope of alternative A and a separate alternative is not needed.

Increase the Withdrawal Application Area

Some commenters suggested a larger withdrawal area. Withdrawals are kept to a minimum consistent with demonstrated needs. In consideration of the USFS and BLM multiple-use missions, the proposed action reflects a balance between the commitment of protecting special places and values and the responsible development of federal lands and interests in lands. A larger withdrawal area would not effectively meet this balance and was thus not analyzed in detail.

Chapter 3 – Affected Environment and Present Use

This section of the environmental assessment briefly describes the environmental and social resource conditions within the withdrawal application area. This section provides a general overview and description of the affected resources to address case file requirements for the withdrawal application, including present users and potential resource uses incompatible or in conflict with the proposed use of the lands involved (43 CFR 2310.3-2).

More information about the affected environment for each resource analyzed may be found in the resource reports on the [project website](#).

References cited in this section of the environmental assessment may be found in each corresponding resource report. Photographs were provided by the USFS or BLM, unless specifically noted.

Geology and Mineral Potential

Potential for the occurrence of various minerals in the withdrawal application area was considered and documented in the Thompson Divide Mineral Potential Report (USDA FS 2023b). The Thompson Divide withdrawal application area contains potential occurrences of minerals that can be categorized as leasable (oil, gas, and coal), locatable (hard rock, metallic), and mineral material (aggregate) resources. The occurrence potential for each type of mineral is described in the following paragraphs, although only oil and gas are projected to have any reasonably foreseeable development absent a withdrawal.

The lands in the withdrawal application area contain approximately 63,500 acres (28 percent) characterized as having high occurrence potential for oil and gas. Approximately 122,300 acres (55 percent) were identified as low potential, while the remaining 38,800 acres (17 percent) are identified as having no potential for oil and gas. Oil and gas would originate from the Mesaverde, Mancos, and Coal Gas Formations, which have documented occurrence and demonstrated potential for production in the region of the Piceance Basin (Kirschbaum 2003; Johnson and Roberts 2003). There are 22 oil and gas leases in the withdrawal application area (approximately 23,900 acres) that would be unaffected by a withdrawal, 11 of which comprise the Wolf Creek Gas Storage Agreement. The Wolf Creek Gas Storage Agreement area has been used for temporary storage of natural gas since 1977.

Out of the locatable mineral group, several have likely potential occurrence, but molybdenum deposits would be the primary mineral driving any development potential. All the regions of high potential (2,668 acres) coincide with the Mount Emmons porphyry deposit and the Ruby-Irwin Historic Mining District, thus matching the historic mining patterns. Locatable minerals (minerals subject to disposal under the U.S. mining laws) include metallic minerals (gold, silver, copper, lead, zinc, molybdenum, uranium, thorium, and tungsten), nonmetallic/industrial minerals, and certain “uncommon variety” minerals that possess a distinct economic value. Locatable nonmetallic and/or industrial mineral resources include mineral commodities like fluorspar, mica, certain limestones and gypsum, rare earth elements, heavy minerals in placer deposits, and gemstones (USDI BLM 2023).

The occurrence potential of mineral materials, such as bedrock and unconsolidated aggregate deposits, within the withdrawal application area is high. Any rock (igneous, metamorphic, or sedimentary) can be used for crushed stone in various construction, road maintenance and other related industry applications. Reserves are not typically estimated for construction materials as

these deposits are generally plentiful and sourced as needed, close to their destination, and do not usually have a high enough unit value to warrant long transportation distances (USDI BLM 2018). Two sand and gravel pits are currently operational in the withdrawal application area by the USFS or local municipalities; however, use is sporadic.

Socioeconomics

Socioeconomics considers income, demographic, employment, and occupational statuses of the population associated with the Thompson Divide withdrawal application area including Delta, Garfield, Gunnison, and Pitkin Counties.

Communities

Understanding the geographic features, history, and culture of an area provides valuable insight into how events or changes—potentially including USFS and BLM management actions—may affect the livelihoods and quality of life of its residents. This section provides brief overviews of these topics for each of the four counties that make up the withdrawal application area.

Delta County

The withdrawal application area includes headwaters of the North Fork of the Gunnison River, which flows west into Delta County, joining with the mainstem of the Gunnison River near the City of Delta. These rivers support a traditional agriculture-focused economy. Ranchers, farmers, and fruit growers settling in the area in the 1880s helped to support the local mining industry, which was focused on coal deposits in the North Fork area. Agriculture and mining remain focal industries of the area as the economy has diversified. The ranching industry is dependent on National Forest System and BLM lands for livestock grazing. Water development and the watershed remain an important resource for the ranching, farming, and fruit growing industries (USDA FS 1991).

Much of the mining and oil and gas activity associated with this area is located on the Gunnison County side of the North Fork River drainage. The largest of seven active coal mines in Colorado is the West Elk Mine in western Gunnison County near the small community of Somerset. In 2022, the mine employed 284 persons and produced 3.28 million tons of coal (Colorado Department of Labor and Employment 2023). West Elk Mine draws many of its employees from Delta County (Montrose Press 2016).

The continued importance of the agricultural sector to the Delta County economy is evident, with 9.8 percent of industry employment in the farming sector. Retail trade (10.9 percent), construction (8.3 percent), and health care and social assistance (8.2 percent) are important industries, representing a combined 27.4 percent of total employment. Although mining appears to provide a small proportion of Delta County employment, 0.1 percent, it is likely that people residing in Delta County working in the mining sector are employed in Gunnison County, where the local mining and oil and gas drilling activities occur and are recorded.

Garfield County

North of the withdrawal application area, the population of Garfield County is concentrated in five municipalities aligned east-west within the Colorado River Valley and located along U.S. Interstate 70/US-6. These municipalities are Parachute/Battlement Mesa, Rifle, Silt, New Castle, and Glenwood Springs. These communities offer a residential alternative for Eagle County and Pitkin

County workers and historically are also economically tied to the oil and gas industry within the region (BBC Research and Consulting 2007).

Population and employment in Garfield County tripled between 1970 and 2000, with a notable rapid oil shale “boom” period from 1979 to 1982, followed by a “bust” period, which continued until the late 1980s (BBC Research and Consulting 2007). The 2022 population estimate for Garfield County was 62,254 (Colorado Department of Local Affairs 2023a).

The economic foundations of Garfield County are built on natural resource development, agriculture, regional services, and tourism. Tourism has long been a staple of the Garfield County economy, including the hot springs attractions in Glenwood Springs, outdoor recreation, and a hunting and fishing services industry. Tourism-related employment accounts for nearly 17 percent of total employment in Garfield County. Further, visitor spending in Garfield County totaled \$316.4 million in FY 2021 and generating \$23.4 million in tax receipts (Dean Runyon Associates 2023a). Over the past decade, increasing numbers of retirees have relocated to the area for its relatively mild climate, high quality of life, world-class health care, recreation opportunities, and expansive open space (Garfield County 2019). Other key industries are retail trade, construction, and health care and social assistance. Mining accounts for 3.8 percent of base employment.

Gunnison County

With development of mining in Colorado, railroads were constructed to transport ore and coal. The town of Gunnison was incorporated in 1875, and in 1881 the Denver and Rio Grande Railroad reached Gunnison and the communities of Sargents, Doyleville, and Parlin, which are located along the tracks. Railroad spurs were built to Crested Butte in 1881 and Lake City in 1889. After mining declined in the early 1900s, Gunnison’s economy became focused on logging, farming, ranching, and light industry (USDA FS 1991). Western Colorado University was established in the city of Gunnison in 1901 as the Colorado State Normal School. Gunnison City has a 2022 estimated population of 6,766 (Colorado Department of Local Affairs 2023a) with a large population of college-aged persons—1,895 persons aged 20 to 24 (U.S. Census Bureau 2021d).

Crested Butte has a history of gold, silver, and coal mining. Gold was discovered in 1861 in Washington Gulch and silver in 1872 in the Elk Mountains. The railroad arrived in 1881. However, the last coal mine closed in 1952 and railroad service ended. A downhill ski area was established in 1964, leading to a new economic base for the Crested Butte area (USDA FS 1991). Mining exploration for the possible Mount Emmons mining project began in 1974, leading to discovery of a large molybdenum deposit (USDA FS 1991); however, development of this deposit has been determined to be unlikely for the 20-year Reasonably Foreseeable Development Report.

Mt. Crested Butte is a separate municipality located 2 miles north of the town of Crested Butte with a 2021 population of 906 persons. The Crested Butte Mountain Resort draws year-round visitors, making recreation and tourism a focus of the local economy.

The importance of tourism to Gunnison County’s economy is evident, accounting for 28.6 percent of total employment (U.S. Department of Labor, Bureau of Labor Statistics 2022). Government employment accounts for 17.1 percent and is inclusive of higher education employment associated with Western Colorado University. Mining employment in Gunnison County is the highest of the four counties, 4.2 percent.

Pitkin County

The population of Pitkin County is clustered in Aspen and Snowmass Village along Colorado Highway 82 in the Roaring Fork Valley. The economy of this area is tourism and recreation focused. A smaller proportion of the Pitkin County population resides along Colorado Highway 133 in the Crystal River Valley. The resort community of Redstone in the Crystal River Valley has an iconic coal-mining history but today is recreation-focused.

Pitkin County is experiencing rapid increases in the population over the age of 65 with the number of persons over the age of 65 expected to grow 19.2 percent by 2050, compared with 4.3 percent increase across the county (Colorado Department of Local Affairs 2023c). The median household income of Pitkin County residents is \$92,708, but the average wage per job is just \$69,232 (U.S. Department of Commerce, Bureau of Economic Analysis 2022b). The communities in the Roaring Fork and Crystal River Valleys have noticeably higher median household incomes than surrounding areas.

The importance of tourism is especially evident for Pitkin County, accounting for 45.3 percent of total employment. Pitkin County is home to ski resorts including Aspen Mountain, Aspen Highlands, Buttermilk, and Snowmass, which are mainstays of the local economy, and along with support from arts, cultural, and other recreational activities, year-round attractions are available. A large proportion of the county's employment base is attributed to finance, insurance, and real estate, representing a combined 22.6 percent of total employment. Mining accounts for a small proportion, <0.1 percent.

Specific Economic Sectors

County-level profiles from Headwaters Economics provide a picture of the social and economic characteristics of the withdrawal application area. As shown in table 1, jobs associated with the travel and tourism industry outnumber jobs in the mining and agricultural industries. Here, mining jobs include those in oil and gas extraction, coal mining, metal ore mining, and nonmetallic minerals mining, as well as mining-related jobs in pipeline construction and transportation. Total employment is the total number of full- and part-time jobs in a county, including the travel and tourism, mining, and agriculture jobs reflected in the table as well as other industries such as government, services, and non-labor income.

Table 1. Employment by specific economic sectors, 2022

Geography	Travel and tourism	Mining and mining-related	Agriculture
Delta County	907	9	1,551
Garfield County	4,404	980	854
Gunnison County	2,616	386	319
Pitkin County	7,613	6	113
4-county area	15,540	1,381	2,837

Source: U.S. Department of Commerce, Bureau of Economic Analysis 2022b

Mining Economy

The mining and mining-related sector share (including oil and natural gas) of the 2.8 million overall employment in Colorado was about 0.9 percent in 2022 (an estimated 25,578 workers). The four-county area has a history of oil and gas development and the ties with this industry are most

notable in Garfield and Gunnison Counties, which have levels of employment in the mining and mining-related sector that are well above state levels. For all other counties, mining and mining-related jobs were under 1 percent of total jobs. Across the four-county region, oil and gas employment represents the largest share, followed by coal mining and mining-related employment.

Recreation Economy

Recreation is an important element of the overall quality of life for many residents and a component of many lifestyles in the withdrawal application area. The area supports a wide range of dispersed recreation activities include camping, hiking, mountain biking, horse-back riding, and four-wheeling and includes abundant wildlife and wildlife habitat, essential watersheds, and agricultural assets. Abundant recreational opportunities exist on public lands in the withdrawal application area and recreation plays an important role in the local economy. According to a study conducted by BBC Research and Consulting, recreation activities in the Thompson Divide¹ area support 138 jobs and generate \$12.6 million in annual economic output in Colorado. In 2023 dollars, this amounts to over \$17.2 million in annual output. Total visitor spending associated with recreation on public lands in the Thompson Divide⁵ (excluding hunting and fishing expenditures) is approximately \$9 million per year (2011 dollars). In 2023 dollars, this contribution amounts to \$12.3 million in estimated total visitor spending in the withdrawal application area (BBC Research and Consulting 2013).

Tourism and recreation are important to the Colorado economy. In the WRNF and GMUG, the largest portion of these contributions come from the recreation sector, particularly recreation by non-local visitors, who spend money on local services. In the WRNF, spending by non-local visitors accounted for \$842 million in labor income and \$1.4 billion in gross domestic product (GDP); in the GMUG, \$94 million to labor income and \$160 million in GDP (USDA FS 2019). A large proportion of these contributions in both forests comes from visitors participating in downhill skiing, but visitation on both forests is year-round, with the total contributions being inclusive of hunting, wildlife watching, fishing, camping, climbing, rafting, kayaking, hiking, and backpacking. Economic contributions for recreation on BLM administered lands for the combined field offices supported over 4,300 jobs and nearly \$545 million in economic output in FY 2021 (BLM 2022a).

Hunting is a popular recreational activity and is important for those who rely on hunting for subsistence use. Pursuing big game is the most popular form of hunting in Colorado and in the northwest and southwest regions of the state (includes four-county area) among both residents of the state and those traveling from other locations. Residents make up a majority of days spent hunting in the state at 69.8 percent (Colorado Parks and Wildlife 2018). The average non-resident big game hunter spends more money per day, and the economic output contributed by non-resident big game hunters makes up nearly 40 percent of the total (Colorado Parks and Wildlife 2018). Hunting across the four-county area contributes \$33.8 million in economic output to the state and accounted for 541 jobs \$13.4 million in labor income.

¹ This study includes Delta, Garfield, Gunnison, Mesa, and Pitkin Counties. It is important to note that economic contributions could be overstated due to the inclusion of Mesa County.

An economic analysis by BBC Research and Consulting determined that the economic contributions of grazing, hunting and fishing, and other recreation specific to the Thompson Divide area² totaled to about \$30 million (BBC Research and Consulting 2013).

Grazing Economy

Rangelands are a major component of the ecosystems of the WRNF, GMUG, and the BLM-managed lands. Rangelands provide an array of ecosystem services such as forage and cover for wildlife, forage for livestock, water, and open space for recreation. Rangelands are an important piece to the way of life and socioeconomic vitality in the Thompson Divide area and its communities.

Livestock grazing on federal lands has a significant economic contribution. Livestock grazing in the WRNF generates an estimated 300 jobs, labor income of \$6.85 million, and produces an economic contribution of over \$13.5 million annually. Livestock grazing in the GMUG provides over 500 jobs that generate over \$10.5 million in labor income and provide an economic contribution of nearly \$24 million annually (USDA FS 2019). Across BLM's three field offices in the withdrawal application area, livestock grazing supports nearly 200 jobs, \$4.6 million in labor income, and \$14.7 million in economic output (BLM 2022a).

Ranching is important economically, socially, and culturally to the four-county area. Farm employment, including livestock operations, represented 3 percent of all employment in the four-county area in 2021 but was a significant share of total employment in Delta County (9.8 percent).

Public Finance

The State of Colorado and various local governments collect a variety of revenues related to the use of natural resources. Tax revenue at the state level is collected from various sources, including state business income taxes and personal income taxes, Colorado severance tax that is imposed on nonrenewable natural resources that are removed from the earth, fuel tax, and state sales tax, among others.

Payments in Lieu of Taxes (PILTs) are federal payments to local governments that help offset losses in property taxes due to nontaxable federal lands within their boundaries. PILTs in the four-county area were approximately \$8 million dollars in 2023. Businesses in the mining industry pay a variety of taxes. These include oil and gas-related revenues such as property taxes, severance taxes, state lease rents and royalties, Colorado Energy and Carbon Management Commission levy, state and local sales taxes, personal income taxes on earnings, and business income taxes. Rents, royalties, and bonus revenue collected in the four-county area were approximately \$125 million dollars in 2022.

Non-Market Values and Ecosystem Services

Additional benefits of the withdrawal application area include non-market values, benefits derived by society from the uses or experiences that are not dispensed through markets and do not require payment. Non-market values can be broken down into two categories, use and non-use values. The use- value of a non-market good is the value to society from the direct use of the asset; through recreational activities such as hiking, hunting, bird watching and off-highway vehicle use. The use of non-market goods often requires consumption of associated market goods, such as lodging and

² This study defines Thompson Divide to include Delta, Garfield, Gunnison, Mesa, and Pitkin Counties.

gas. Non-use, or passive use, values of a non-market good reflect the value of an asset beyond its current use, due to willingness to preserve a resource for potential future use and for the benefit of preserving an asset for future generations to enjoy. This can include values such as scenic views and preservation of plant and animal habitat that are not currently providing economic benefits.

Non-market values, such as the value of recreation experiences and preservation of natural areas, by their nature are difficult to quantify. It is USFS policy that “when costs and benefits cannot be expressed monetarily but are important to management decisions, use other appropriate quantitative and qualitative indicators of value in addition to financial data for economic efficiency evaluation” (Forest Service Manual 1970, p. 9). Accordingly, the effects analysis will consider non-market values in qualitative terms. Relevant non-market values are also represented throughout the affected environment, effects analysis, and in other resource reports.

Ecosystem Services Ecosystem services are the benefits human societies obtain from the ecosystems. These services include some components that can be measured with standard evaluations of contributions to jobs and income. However, many of these goods and services, such as clean water, wildlife habitat, and beautiful scenery, are not easily captured by market values. Ecosystem services are essential for meeting basic human needs, including support for psychological well-being (for example, aesthetic enjoyment). Examples of ecosystem services provided from undeveloped lands in the withdrawal application area include fresh water and air, waste regulation, biodiversity maintenance, soil formation, protection from natural hazards, and opportunities for solitude and spiritual connection to the landscape.

Environmental Justice

Environmental justice refers to the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, programs, and policies (Council on Environmental Quality 1997).

Data for the four counties in the withdrawal application area indicate that the percentage of individuals identifying as racial and/or ethnic minorities for the four-county region is less than the state reference population. The combined minority population of 25.8 percent is lower than the statewide percentage of 33.2 percent. Percentages of individuals identifying as racial and/or ethnic minorities in Delta, Gunnison, and Pitkin Counties are all below the statewide reference population but is slightly above in Garfield County. Based on the four-county combined region, the data do not indicate that there are minority populations for further environmental impacts analysis based on Council on Environmental Quality standards.

Delta and Garfield Counties have populations of low-income individuals or families that are higher than the statewide average of 6.1 percent, indicating the possible presence of communities with environmental justice concerns. Gunnison and Pitkin Counties have populations of low-income individuals or families that are lower than the statewide reference. Based on a similar screening using BLM’s thresholds, Delta, Garfield, and Gunnison Counties were identified as having potential presence of communities with environmental justice concerns.

Recreation

Residents and visitors to the WRNF, GMUG, and BLM lands enjoy high-quality hunting and angling; hiking and trail running; motorized recreation; camping; mountain biking; rafting and kayaking; horseback riding; scenic driving; wildlife and wildflower viewing; rock climbing; cross-

country, backcountry, and downhill skiing; snowboarding; snowmobiling; and many other forms of recreation.

Recreation facilities provided by the USFS and BLM in the withdrawal application area include 7 campgrounds, 22 trailheads, 3 picnic areas, multiple road pull-offs or informational sites, approximately 140 miles of non-motorized trail, and approximately 66 miles of motorized trails.

A notable recreation destination includes the Thompson Creek area, which is located just a few miles southwest of Carbondale and provides beautiful, remote recreational opportunities. BLM-managed lands in the Thompson Creek area are designated as an Extensive Recreation Management Area (9,500 acres), with a recreation focus on maintaining a naturally-appearing landscape that supports participation in a variety of existing recreation activities (mountain biking, sport climbing, hiking, horseback riding and motorized access for hunting) while commensurately protecting wilderness characteristics and the Thompson Creek Area of Critical Environmental Concern.

On the north end of the Extensive Recreation Management Area is the Lorax Trail, which is a popular non-motorized route. In the southwest corner of the area is the Thompson Creek campground and trail, which winds along Thompson Creek to views of the rare geologic “fin” formations.

Other notable recreation destinations include Lake Irwin Campground and Lost Lake Campground. Both are popular camping spots in the withdrawal application area due to hiking and fishing opportunities and stunning views of the Ruby Mountain Range. The Oh Be Joyful Recreation Area encompasses 600 acres and provides hiking, picnicking, and camping opportunities in the Slate River valley. Many people come to Oh Be Joyful to view waterfalls on Oh Be Joyful Creek, which is a short hike west of the campground.



Figure 2. Oh Be Joyful Campground

Several rivers and creeks in the withdrawal application area have unique paddling opportunities. For example, since 1995, Oh Be Joyful Creek has been the location of an annual kayak competition—the steepest kayak race in the country. In addition to a series of 12-foot to 25-foot waterfalls, Oh Be Joyful Creek has numerous challenging slides. The Ruby Fork of the Anthracite River offers a unique hike-in paddling experience. Paddlers hike their crafts along the Dark Canyon Trail to the Ruby Fork of the Anthracite. Depending on the flows, the river provides continuous class IV to V whitewater and gradually gets easier after the confluence with the mainstem Anthracite River.



Figure 3. Kayaker on Anthracite Creek. Photo: Daniel Kreykes

Dispersed recreation, or recreation that takes place outside of developed facilities, includes activities like viewing scenery and wildlife, dispersed camping or picnicking, fishing and hunting, snowmobiling, cross-country skiing, and mountain biking. World class Colorado cutthroat trout fishing and big-game hunting opportunities bring in anglers and hunters from across the country. The withdrawal application area contains portions of four big-game management units.

There are four privately developed recreation sites authorized by special use permit within the withdrawal application area. These are Sunlight Mountain Ski Area, and three campground concessions. Seven recreation events are authorized in the withdrawal application area, including the previously mentioned kayak competition, a snowshoe race, foot races, mountain bike and foot races, Nordic clinics, ski races, and ski tours.



Figure 4. Skier at Sunlight Mountain Ski Area

There are approximately 28 private entities authorized to provide a wide array of non-hunting recreation services, outfitting, and guiding in the withdrawal application area. Authorized activities include guided ice climbing and rock climbing, guided fishing, overnight horse trips and horse rentals, overnight backpacking trips, camping gear delivery, guided hiking, guided mountain biking and mountain biking instruction, guided snowmobile trips, guided ski trips, rafting trips, geology tours, ATV tours, motorcycle tours, jeep tours, snowmobile trail marking and grooming, and photography workshops. There are 43 private guides and businesses authorized for hunting outfitting and guiding for mountain-lion, small-game, big-game, and turkey hunting.

Linking many of these developed and dispersed recreational opportunities is the West Elk Scenic Byway. The West Elk Loop was designated as a State of Colorado Scenic and Historic Byway on September 21, 1991. The 206-mile West Elk Scenic Byway passes through the Thompson Divide withdrawal application area. It is one of Colorado's premier byways, crossing through five counties, nine rural communities, and a broad cross-section of the diverse landscapes of the Colorado Rockies. The majority of the developed recreation sites in the Thompson Divide Withdrawal application area are either on or accessed from the West Elk Scenic Byway.

Scenery

The Thompson Divide is an area of awe-inspiring landscapes in west central Colorado. Visitors are rewarded with expansive scenery encompassing picturesque views of rugged rocky canyons, dramatic mountain peaks surrounded by gently rolling foothills, and broad valleys dotted with cattle.



Figure 5. Looking west at East Beckwith Mountain from the West Elks Scenic Byway

Spectacular views are plentiful, especially from the West Elk Scenic Byway. Visitors of the West Elk Scenic Byway are rewarded with expansive, superlative views encompassing landscapes with rugged rocky canyons, dramatic mountain peaks surrounded by gently rolling foothills and broad valleys. Views of these landscapes become especially scenic in the fall when mountain slopes and hillsides are covered with golden yellow aspen leaves. Along the eastern portion of the withdrawal application area, where the boundary coincides with the West Elk Scenic Byway, is the Crystal River. This portion of the Crystal River has been found to be eligible for wild and scenic designation, which would recognize and protect the outstanding remarkable values of scenery, historic, and recreational values along approximately 20 miles of the river adjacent to the Scenic Byway.

Just north, scenic views of the Grand Hogback, a long, curving, spine-like mountain ridgeline, are most evident in the withdrawal application area in the BLM designated Thompson Creek Area of Critical Environmental Concern.

The Crystal and Roaring Fork Rivers between Glenwood Springs and the WRNF boundary south of Carbondale have created terraces and benches that compose most of the valley features outlined by rolling hills. The Crystal River has cut a moderately narrow canyon with spectacular rock formations and fall colors abound.



Figure 6. Lower Roaring Fork Valley, lower Crystal River valley south of Carbondale looking west

The withdrawal application area between McClure Pass and Crested Butte generally has pleasant, low relief, rolling landforms of rounded ridges and valleys transitioning to steep, high angle mountain side slopes and alpine ridges. This area also includes the high alpine peaks and ridges of East Beckwith Mountain and West Beckwith Peak on the northern edge of the West Elk Wilderness and Ruby Peak and Mount Owens on the southern edge of the Raggeds Wilderness. The Ruby Range area, most often viewed from Kebler Pass Road, is covered with a highly mineralized rock formation characterized by varying shades of red. Ruby Range is especially breathtaking when contrasted with golden aspen in the fall. Ruby Peak and Mount Owen provide a beautiful back drop to Lake Irwin, a popular fishing and camping destination. This rugged area is important for its outstanding and diverse scenery, backcountry recreation opportunities, and remoteness as well as wildlife viewing opportunities. Recreation opportunities exist in all seasons (USDA FS 2020).



Figure 7. Looking south toward East Beckwith Mountain from Lost Lake Campground

Cultural Resources

The lands in the withdrawal application area have an extended history of human use beginning shortly after the most recent glacial retreat during the Late Pleistocene to early Holocene; roughly around 13,000 to 10,000 years before present. Archaeological and historic sources suggest a rich history of extended use of the area by ancestral Native Americans and Euro-American mineral prospectors, loggers, homesteaders, and land managers. The lands requested for withdrawal includes the homelands and traditional use areas of the Ute people (Nuche), specifically the Tabeguache (Uncompahgre) one of the loose confederations of tribal members (Potter 2023).

A literature and records review identified 440 sites and isolates in the withdrawal application area. This includes 207 previously recorded Native American pre-contact and contact period resources, 220 Euro-American historic period cultural resources, and 13 sites that were not identified with a specific time frame. Of these sites, two sites are listed on the National Register of Historic Places. Fifty-four have been determined eligible for listing on the National Register of Historic Places, and 230 sites have been determined not eligible for listing on the National Register. Four sites need more data to make a determination of eligibility. The remaining 152 sites remain unevaluated for the National Register.

The sites include pre-contact permanent and semi-permanent habitations, lithic scatters, stone circles, artifact scatters, or areas used for gathering and processing specific resources, and historic period logging camps, mining camps and related infrastructure (including railroads, roads), homesteads, roads and trails, trash scatters, and early USFS ranger stations.



Figure 8. Redstone Coke Ovens Historic District. Photo: Creative Commons

Grazing and Rangelands

Rangelands are a major component of the ecosystems of the WRNF, GMUG, and the BLM-managed lands. They provide an array of ecosystem services such as forage and cover for wildlife, forage for livestock, water, and open space for recreation, and intangible benefits such as a strong pride of place and a value of traditional vocations in the people and communities that dot the landscape. Rangelands are an important piece to the way of life and socioeconomic vitality in the Thompson Divide area and its people.



Figure 9. Permittees moving cattle in West Elk Mountains. Photo: D. Bradford

The Thompson Divide area has been grazed by ranchers for more than a century. The Thompson Divide area is one of the last strongholds of traditional ranching culture in western Colorado and provides summer range to some of the oldest ranching operations in the area. Livestock operations rely on federal grazing allotments, or designated areas that have an assigned livestock carrying capacity, in the Thompson Divide area, preserving thousands of acres of increasingly scarce winter range on private valley bottom lands for deer and elk as well. Grazing permits are required for domestic livestock grazing on public lands. Permitted grazing occurs on 36 active grazing allotments of the Thompson Divide withdrawal application area.



Figure 10. Livestock grazing on Grand Mesa, Uncompahgre, and Gunnison National Forest. Photo: D. Overton

Lands Program

A wide range of rights-of-way and special authorizations are currently issued on USFS and BLM-administered lands in the withdrawal application area. Approximately 138 rights-of-way and special use authorizations are held by the state and counties, businesses and organizations, and private citizens. The uses include, but are not limited to, communications sites, private access roads, public roads, water conveyance easements, water facilities, irrigation ditches, water pipelines, oil and gas facilities, oil and gas pipelines, electrical lines, powerlines, mobile radio service stations/equipment, and railroad facilities.

BLM Special Areas

Wilderness characteristics are considered a resource or value of BLM administered lands. Managing the wilderness resource is part of the BLM's multiple-use mission. The Thompson Creek Unit (8,200 acres), identified as having lands with wilderness characteristics, lies within the withdrawal application area and is managed to preserve the benefits lands with wilderness characteristics provide.

A subset of the Thompson Creek Unit (3,600 acres) is also designated as an Area of Critical Environmental Concern (ACEC) and is managed for its high scenic value tied to the unique and outstanding geology.

The Thompson Creek Unit and ACEC contain diverse topography and unique and outstanding geology. A notable feature in the Thompson Creek Unit and ACEC is the southernmost terminus of the Grand Hogback, a curving, spine-like ridge that marks the boundary between the Colorado Plateau to the west and the Southern Rocky Mountains to the east.



Figure 11. Rock "Fin" formations in the Thompson Creek area. Photo: Wilderness Workshop

USFS Special Areas

The Colorado Roadless Rule is a state-specific rule that identifies Colorado Roadless Areas (roadless areas) on National Forest System lands and establishes management direction for the conservation of roadless area values and characteristics. There are twenty roadless areas in or partially within the withdrawal application area. Six occur in the WRNF and 14 occur in the GMUG, totaling 56,443 acres. One roadless area, Assignment Ridge (11,824 acres), is recommended for wilderness in the White River National Forest Land and Resource Management Plan (USDA FS 2002).

There are no rivers designated as Wild and Scenic under the National Wild and Scenic Rivers System in the withdrawal application area. However, segments of the Crystal River, located on the WRNF, were found eligible for scenic river designation in the White River National Forest Land and Resource Management Plan (USDA FS 2002). Crystal River has been identified as being eligible for scenic river designation due to the presence of one or more outstandingly remarkable features that include scenic, recreational, geologic, wildlife, or fisheries values. The Crystal River bounds the eastern edge of the withdrawal application area for 13 miles.

The Coal Basin Special Interest Area is in the withdrawal application area in the WRNF. Coal Basin is historically linked to the mining industry. As its name implies, coal is the resource that was obtained from this site on and off for the last 100 years. Important historic values to be protected include the wagon road to Dexter Park and associated sawmill sites that milled lumber for the town site of Coal Basin. The town site of Coal Basin and the abandoned railroad bed to the town site are also important to coal mining history. The emphasis for this area is use and interpretation.



Figure 12. Crystal River canyon at Redstone

Watershed Resources

There are 29 watersheds in the withdrawal application area. Watershed condition assessments found that 20 out of the 29 watersheds are functioning properly and 9 watersheds are functioning at risk. Dams and diversions, past disturbance from wildfire, and threats to forest health currently

affect water quantity in the withdrawal application area. Of the 29 watersheds, 18 are rated as good for water quantity, 6 are rated fair, and 5 are rated as poor. Riparian or wetland vegetation is an indicator of overall health of a watershed and is functioning properly in 16 watersheds. Twelve watersheds have fair riparian/wetland vegetation conditions, and one watershed has poor riparian conditions due to historic mining. Soil conditions are generally good in the withdrawal application area with 23 watersheds considered good for soil condition and 6 considered fair for soil condition.

Within the withdrawal application area there are approximately 295 miles of perennial streams, 729 miles of intermittent streams, 571 miles of ephemeral streams, and approximately 5,715 acres of riverine, lake, freshwater pond, freshwater forested/shrub, and freshwater emergent wetlands and floodplains. Approximately 63.2 miles of streams in the withdrawal application area have been designated as “Outstanding Waters” by the Colorado Department of Public Health and Environment. Outstanding waters is a classification that provides the greatest amount of antidegradation protection and existing quality must be maintained. Conversely, there are approximately 49.7 miles that are listed under section 303(d) of the Clean Water Act as impaired due to pollutants such as silver, cadmium, zinc, arsenic, copper, lead, iron, manganese, and E. coli.



Figure 13. Lake Ridge Lake. Photo: Wilderness Workshop

Aquatic Wildlife

The withdrawal application area provides habitat for five BLM and USFS Sensitive Species, including the iconic Colorado River cutthroat trout. Colorado River cutthroat trout occupied habitat is known in approximately 84 river or stream miles in the withdrawal application area.

Approximately 51 stream or river miles include Colorado River cutthroat trout populations that are “conservation populations.” Conservation populations are those known (genetic testing complete) or suspected to be at least 90 percent genetically pure or were otherwise determined to be important for conservation. There are 361 conservation populations occupying 11 percent of the historic range. In the withdrawal application area, there are 16 conservation populations. Of those, 10 are considered “core” conservation populations because they are at least 99 percent pure from a genetic standpoint.

There are no federally listed aquatic species in the withdrawal application area. However, there are four listed fish downstream of the withdrawal application area.



Figure 14. Colorado River cutthroat trout. Photo: Jonathan Tucker

Terrestrial Wildlife

Due to the wide range of habitat types in the withdrawal application area, there is a wide variety of wildlife that are known to, or reasonably likely to, occur there, including birds, mammals, amphibians, reptiles, and invertebrates. The Thompson Divide withdrawal application area is home to iconic wildlife species that bring to mind a vast and near pristine wildness, including Canada lynx, mountain lions, elk, deer, and bald and golden eagles. It is an important area for deer and elk critical winter range because it provides migration areas, severe winter areas, and winter concentration areas.

Dozens of migratory bird species find suitable breeding habitat in the withdrawal application area. This diverse group occupies all types of habitats in the vicinity of the withdrawal areas including streams, wetlands, riparian areas, grass/forb meadows, shrub lands, deciduous forest, coniferous forest, mixed forest and rock outcrops.

Primary habitat and a designated linkage areas for the federally threatened Canada lynx occurs in the withdrawal application area. There is also potential habitat for 27 terrestrial wildlife species designated as BLM and USFS Sensitive Species. The following species have either been detected, or have known individuals or populations sited within the withdrawal application area: Pacific marten, pygmy shrew, boreal owl, bald eagle, golden eagle, and northern goshawk.



Figure 15. Canada lynx. Photo: Keith Williams, Creative Commons

Botanical and Non-Native Invasive Species

Vegetation within the withdrawal application area is typical of mountainous areas at this latitude in the Rocky Mountains and is composed of a variety of vegetation types including coniferous forest, aspen stands, mountain shrublands and grasslands, and riparian areas. Dominant trees in the withdrawal area are Engelmann spruce, subalpine fir, aspen, and mountain shrublands. Although a smaller component of the larger withdrawal application area, pinyon-juniper habitat occurs at lower elevations, in addition to minor occurrences of Douglas-fir. Riparian areas are scattered throughout the area in addition to grasslands, especially at higher elevations.

In the withdrawal application area, there is potential habitat for one federally threatened plant species and 23 plant species designated as BLM and USFS Sensitive Species. Of those species, there are known occurrences or populations of Harrington's beardtongue, simple bog sedge, and roundleaf sundew.

The withdrawal application area has a low level of mapped non-native invasive plants. Areas with known weed occurrences in the withdrawal application area include the 140 miles of roads, 153 miles of trails, and recreation sites. Nodding plumeless thistle, Canada thistle, bull thistle, houndstongue, oxeye daisy, butter and eggs, scotch thistle, and common tansy are the most abundant non-native invasive plants present.

Air Quality

In general, the withdrawal application area has good visibility and air quality, meaning there are no chronic exceedances of national ambient air quality standards. While visibility and air quality are generally good in the withdrawal application area, they are affected by activities and emission sources both in the area and from other locations in both the Rocky Mountain and Colorado Plateau regions. These activities include smoke from wildfire and prescribed burning; wind events (including secondary effects of dust on snow); dust from road construction, maintenance, and use;

emissions from vehicle and equipment use; agricultural activities; and methane venting from coal mines. However, recent ozone monitoring data in cities near the withdrawal application area during the last several years shows ozone levels remain just below the established health standard of 70 ppb.

The West Elk Wilderness and Maroon Bells-Snowmass Wilderness are Class I areas in the immediate vicinity and have special air quality and visibility protections granted in the Clean Air Act.

Climate Change

The Colorado Air Pollution Control Division, 2021 Greenhouse Gas Inventory Update (Air Pollution Control Division 2021) shows that Colorado's greenhouse gas emissions have decreased 9 percent between 2005 and 2019, and 16 percent since 2010. Emissions are projected to continue decreasing more significantly in coming years because of current and anticipated emission reduction efforts including legislation, regulations, and policy initiatives. Additionally, the data shows that most current and historic greenhouse gas emissions come from electric power generation, transportation, fuel use for residential, commercial, and industrial applications, and natural gas and oil systems, which have comprised over 80 percent of total statewide greenhouse gas emissions from 2005 to 2019.

Even with greenhouse gas emissions falling in the state of Colorado, current climate models project the state will warm by 2.5 degrees Fahrenheit by 2025 and 4 degrees Fahrenheit by 2050. Summers are likely to warm more than winters. Warmer temperatures will affect evaporation rates in rivers, streams, and reservoirs, perhaps making less water available for beneficial use (Colorado Water Conservation Board 2023).

Within Colorado, a seasonal shift in precipitation is projected and may result in more mid-winter precipitation throughout the state and, in some areas, a decrease in late spring and summer precipitation. Lower elevation snowpack (below 8,200 feet) is likely to decline, with modest declines projected for high-elevation snowpack (above 8,200 feet). The timing of runoff is projected to shift earlier in the spring, which may reduce late summer streamflows. Runoff timing changes will likely occur regardless of changes in precipitation (Colorado Water Conservation Board 2023).

Compared to 1990, annual greenhouse gas emissions in the United States have increased by about 1.79 percent, based on 2019 reported data (US EPA 2021). Greenhouse gas emissions in the United States were partly offset by carbon sequestration in managed forests, trees in urban areas, agricultural soils, landfilled yard trimmings, and coastal wetlands. In recent years, there has been a general nationwide trend of declining greenhouse gas emissions across most sectors (US EPA 2021).

Chapter 4 – Environmental Consequences

This section of the environmental assessment summarizes the potential outcomes and risks to resources associated with the proposed action and no action alternatives. A report has been prepared for each resource and is incorporated by reference in each resource section below. Reports may be viewed on the [project website](#).

References cited in this section of the environmental assessment may be found in each corresponding resource report.

Analysis Framework

Reasonably Foreseeable Development

A reasonably foreseeable development scenario is a projection (scenario) of mineral exploration and development activity that may occur in a defined area over a defined period of time based on a variety of factors such as geology, occurrence potential, past and current development, economics, access, and terms and conditions. A reasonably foreseeable development scenario by its nature, is speculative. The actual future types and magnitude of mineral exploration and development are unknown and could be considerably less or more than what is projected. However, a reasonably foreseeable development scenario is a useful tool in that it can be used to evaluate potential outcomes and risks associated with projected future mineral exploration and development.

The USFS and BLM prepared Thompson Divide Withdrawal Reasonably Foreseeable Development Report (USDA FS 2023a) to project the future types and magnitude of mineral exploration and development that could occur in the Thompson Divide withdrawal application area over the next 20 years absent a withdrawal. The projections in the Reasonably Foreseeable Development Report were then used to evaluate potential outcomes and risks to resources in the withdrawal area under the no action alternative (alternative B). The evaluation of potential outcomes and risks under the no action alternative is necessarily high-level and qualitative in nature and is intended only to help the Secretary of the Interior and public understand the tradeoffs between alternatives.

The Reasonably Foreseeable Development Report projects that oil and gas exploration and development are the only foreseeable mineral activities that could occur in the Thompson Divide withdrawal application area over the next 20 years absent a withdrawal. Therefore, oil and gas activities are the focus of the resource analyses under alternative B. The types of surface-disturbing activities that may occur with oil and gas exploration and development are summarized below and described in detail appendix B of the Reasonably Foreseeable Development Report.

The types of surface-disturbing activities that may occur in oil and gas development include the following:

- Initial construction of well pads, access roads, and gas and water gathering pipelines;
- Drilling, completing, and placing the wells into production;
- Interim reclamation of portions of the well pads not needed to support long-term operations;
- Long-term maintenance of roads, well pad working surfaces, and associated facilities; and
- Eventual final reclamation of all surface disturbances when well abandonment occurs.

Summary of Effects by Resource

Socioeconomics

This section summarizes the effects of the alternatives on social and economic resources. The Socioeconomics Report was prepared to satisfy the requirements outlined at 43 CFR Section 2310.3–2. See the Socioeconomics Report on the [project website](#) for more information about this analysis.

Alternative A

Mining Economy

There are 22 active oil and gas leases that are in or partially in the boundaries of the withdrawal application area. These leases constitute valid existing rights and will not be affected by the withdrawal. Therefore, current levels of mining related economic activity depicted in the affected environment section above would also be unaffected under alternative A. Per capita and household income, employment by industry, and mining and mining-related employment would not be affected.

During the 20-year withdrawal period, new mineral exploration and development would not occur. Potential job, income, and tax and nontax revenue effects described under alternative B would not be realized in the four-county area; however, these are estimated to make up less than 1 percent of current oil and gas employment activity. As demand for oil and gas from the four-county area continues, production forgone from these wells will be met outside the withdrawal application area.

Recreation Economy

The recreation economy of the four-county area would not be affected under alternative A. Recreational visitation to the withdrawal application area would likely continue and could reasonably be expected to mirror population growth trends in Delta, Garfield, Gunnison, and Pitkin Counties. According to data from the Colorado State Demography Office, population in the four-county area is expected to grow 23.5 percent over the requested withdrawal period from 2024 to 2044. These trends also mirror growth anticipated on the Western Slope, which is expected to increase 21.7 percent during this same period. Recreation visitation in the withdrawal application area over the next 20 years will likely increase and may lead to demand for tourism and recreation.

Grazing Economy

Alternative A does not involve any specific ground disturbance or other actions that may cause changes in rangelands or livestock grazing. Therefore, there would be no effects to the grazing economy under alternative A.

Public Finance

There are 22 active oil and gas leases that are in or partially in the boundaries of the withdrawal application area. These leases constitute valid existing rights and would not be affected by the withdrawal; therefore, mineral revenue generated from leasing and extraction of federal minerals would also be unaffected.

During the 20-year withdrawal period, new mineral leasing and development would not occur. Potential mineral revenues generated from leasing and extracting minerals described under alternative B would not be realized in the four-county area. The distribution of these funds would not be available to support local, state, and federal government under the requested withdrawal.

Non-Market Values

Alternative A would provide benefits to users and nonusers who value the resources and ecosystems in the withdrawal application area either for direct use, such as observation and recreation, or those who have value related to the existence of these unique ecosystems. This alternative maximizes these benefits to users, local communities, and people across the country who hold value for these ecosystems in their undisturbed natural state. Those who prioritize resource conservation also could experience beneficial effects on values such as open space, viewshed, and recreational opportunities.

Environmental Justice

Alternative A would not have high or disproportionate impacts on minority or low-income communities. There is no evidence that either restricting or allowing mineral exploration or development in the withdrawal application area would disproportionately impact minority or low-income communities in the four-county area.

Alternative B

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to socioeconomic resources in the withdrawal application area absent a withdrawal.

The Reasonably Foreseeable Development Report states “approximately 4 well pads, serving 7 to 8 wells, could be developed within the withdrawal application area on lands identified as having no major restrictions and high occurrence potential” (USDA FS 2023). In addition, the report states an additional 3 well pads and 5 wells could be developed on lands with high occurrence potential and designated Colorado Roadless restrictions and therefore low development potential. While in total the Reasonably Foreseeable Development Report projects 7 well pads with 12 to 13 wells, the quantitative mining economic analysis focuses on the potential wells in areas with no major restrictions only. Colorado Roadless areas do not specifically prohibit oil and gas development, but they do prohibit the construction of roads that are used to develop and maintain operations, leading to higher development and operation costs and are assigned low development potential in the Reasonably Foreseeable Development Scenario as a result. The qualitative recreation and grazing economic analyses include the total number of pads (7) and wells (12 to 13) projected in the Reasonably Foreseeable Development Report.

Mining Economy

Assuming the 8 wells with no major restrictions and high occurrence potential are drilled over the 20-year period of the Reasonably Foreseeable Development Report indicates one well would be drilled every other year (0.4 well per year) and would exceed recent trends (as stated in the Reasonably Foreseeable Development Report “30 wells have been drilled in the withdrawal application area; with three being drilled in the last 20 years”).

Using data collected on well drilling and completion activities for the BLM Draft Resource Management Plan and Supplemental Environmental Impact Statement Colorado River Valley Field Office and Grand Junction Field Office (USDI BLM 2023), an IMPLAN model was created for the four-county area to examine effects of oil and gas development absent a withdrawal. Using their methodology and assumptions,³ but updating the IMPLAN analysis for the four-county area

³ Data based on average annual production and development estimates. The level of actual production and development would vary, however, based on oil and gas market price.

estimates about 5 direct jobs per well and about 11 total jobs per well. Using this estimate and applying this to the anticipated 8 wells with no major restrictions and high occurrence potential within the withdrawal application area, about 38 direct jobs would be generated over the 20-year period of analysis. On an average annual basis, this employment (about 2 jobs) would make up less than half of a percent (0.27 percent) of current employment in the oil and gas industry in the four-county analysis area. The 2 jobs also generate about \$93,000 in direct labor income.

Recreation Economy

Existing recreational experiences and opportunities are vulnerable to any management action that would alter the settings and opportunities in a particular area. In many areas of the withdrawal application area, individual opportunities for recreation activities would continue without changes. In areas where mineral exploration and development occur, localized changes in recreational experiences and opportunities would likely also occur. However, the effects would not be expected to be distributed evenly across the withdrawal application area and would likely only occur near mineral exploration and development activities.

Visitation to popular recreation areas, scenic byways, and developed recreation facilities would be minimally impacted by mineral exploration and development activities, as these areas and facilities, as well as the surrounding areas, typically have restrictions in place to protect them from the effects of mineral exploration and development. Economic contributions from visitation to these areas would likely remain unchanged absent a withdrawal.

Most opportunities for dispersed recreation would not be directly impacted given the size of the withdrawal application area and the low amount of mineral exploration and development projected in the Reasonably Foreseeable Development Report. However, visitors may choose to avoid areas during exploration and development stages, leading to some displacement of recreation use, though given the size of the withdrawal application area and the low amount of projected development, it is possible visitors would be displaced to other areas inside the withdrawal application area.

Displacement of game species resulting from well development and, to a much lesser extent, during production, could alter hunting opportunities in the withdrawal application area. Reducing availability of game or degradation of the hunting experience from mineral exploration and development could result in displacement of hunters, as well as outfitters and guides permitted for hunting. Displacement of these users could result in loss of economic contribution. However, displacement would depend on the timing, intensity, and location of mineral exploration and development activities and as previously stated, given the size of the withdrawal application area and the low amount of projected development, it is possible visitors would be displaced to other areas inside the withdrawal application area.

While localized displacement and changes in recreation could occur, it is unlikely these changes would have measurable impacts to the four-county area recreation economy. Recreational demand and visitation to the withdrawal application area would likely continue and could reasonably be expected to mirror population growth trends in Delta, Garfield, Gunnison, and Pitkin Counties.

Grazing Economy

Well pad size is estimated to be about 7 to 8 acres, meaning a total of up to 56 acres may be used for well pads. Additional surface disturbance would be required for roads, pipelines, and any ancillary facilities needed, but the acreage of that disturbance would be highly variable and dependent on the site-specific location. The amount of ground disturbance projected in the Reasonably Foreseeable Development is minimal compared to the overall acreage of allotments

available for grazing (over 100,000 acres). Therefore, impacts to rangelands, grazing allotments or forage availability would be negligible, resulting in no effect to the grazing economy in the four-county area, absent a withdrawal.

Public Finance

Total revenue received by local governments would not increase since royalty payments from an increase in production revenue would be offset by a reduction in PILT payments (PILT is reduced by the amount of funds received by the locality in the prior fiscal year under certain other federal land revenue-sharing programs such as the mineral leasing program; U.S. Department of the Interior 2023). Potential effects to local governments from payments associated with oil and gas revenues would be small under alternative B, given the small economic role (less than 1 percent of oil and gas-related employment) of potential development anticipated in the Reasonably Foreseeable Development Report (USDA FS 2023).

Federal mineral lease and royalty payments will continue in the Thompson Divide withdrawal application area. As described in the Reasonably Foreseeable Development Report, actual future payments would be based on the terms and conditions of the any new leases, acreage held under leases, volume of minerals extracted, and the market value of mineral production. These funds would be available to support local, state, and federal government. Changes in mineral development would also impact the tax revenue received by the county. Using the methodology and assumptions outlined in the BLM Draft Resource Management Plan and Supplemental Environmental Impact Statement Colorado River Valley Field Office and Grand Junction Field Office (USDI BLM 2023) but updated for the four-county withdrawal application area (U.S. Department of the Interior 2023), absent a withdrawal, the BLM estimated that \$378,000 will be generated for federal, state, and local governments for the anticipated 8 wells. The impact to tax revenue from royalties is calculated from the projected production revenue and the royalty rate (16.67 percent for new leases). The impacts to the revenue from severance tax is calculated from the severance tax rate, which is dependent on the size of the operations and can range from 2 to 5 percent (Colorado Legislative Council Staff 2023). The federal portion represents a small portion (less than half of 1 percent) of total Office of Natural Resources Revenue revenues for four-county region (\$140 million).

Non-market Values

Alternative B may adversely affect users and nonusers who value the resources and ecosystems in the withdrawal application area either for direct use, such as observation and recreation, or those who have value related to the existence of these unique ecosystems. Those who prioritize resource conservation also could experience adverse effects from mineral exploration and development on values such as open space, viewshed, and recreational opportunities. Conversely, alternative B could increase the benefits to users and nonusers who hold value for leaving federal lands and interests open to multiple-uses and support mineral exploration and development.

Environmental Justice

Alternative B would not have high or disproportionate impacts on minority or low income communities. There is no evidence that either restricting or allowing mineral exploration or development in the withdrawal application area would disproportionately impact minority or low income communities in the four-county area.

Recreation

This section summarizes the effects of the alternatives on recreation resources. The Recreation Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at

43 CFR 2310.3-2. See the Recreation Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause recreation or environmental changes. Therefore, there would be no effect to recreation resources under alternative A. Appropriate and allowable uses and recreation related restrictions on federal lands would remain the same. No areas currently open would be closed to public access, and no currently closed areas would be opened to public use because of the withdrawal. The withdrawal would be beneficial in preserving and protecting the unique characteristics and outstanding beauty of the area. Recreational users would likely receive benefits from enhanced access in the relative absence of mineral exploration and development and would likely enhance public enjoyment of recreational opportunities in the area.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to recreation resources under alternative B. To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to recreation resources in the withdrawal application area absent a withdrawal.

Existing recreational experiences and opportunities are vulnerable to any management action that would alter the settings and opportunities in a particular area. Recreation settings are based on a variety of attributes such as remoteness, amount of human modification in the natural environment, evidence of other users, restrictions and controls, and the level of motorized vehicle use. In many areas of the withdrawal application area, individual opportunities for recreation activities would continue without changes. In areas where mineral exploration and development occur, changes in recreational experiences and opportunities would likely also occur.

There is a potential for mineral exploration and development to impact the recreation experience in some areas, due to the increased presence of people and equipment and the associated noise related to development. The recreation experience could also be impacted by changes in visual qualities. Recreation access and patterns could be impacted due to road closures or restrictions during of mineral exploration and development. Visitors may choose to avoid areas during exploration and development stages, leading to short-term displacement of recreation use. The presence of work trucks, additional people in the area, staging of equipment, or an increased frequency of traffic in a specific area could discourage use of that area.

Trail users would likely not be affected while passing through, unless a specific mining activity such as a temporary road crossed the trail tread or if there were temporary closures associated with development. However, impacts to visual resources could degrade trail users' experiences. Refer to the scenery report for more information.

Use in developed recreation facilities would be minimally impacted by mineral exploration and development. Development recreation facilities and surrounding areas typically have restrictions in place to protect these areas from the effects of mineral exploration and development. For example, the WRNF 2015 Oil and Gas Leasing Plan designated a one-fourth mile no surface occupancy stipulation and one-half mile controlled surface use stipulation for developed recreation sites and facilities (USDA FS 2015) and the GMUG 1993 Oil and Gas Leasing Plan closed the Kebler Pass

corridor to leasing and instituted a no surface occupancy stipulation within 1 mile of developed recreation sites (USDA FS 1993). Another example are restrictions the BLM has instituted in portions of the Thompson Creek Extensive Recreation Management Area such as closing the Thompson Creek Area of Critical Environmental Concern to mineral leasing and no mineral leasing and no surface occupancy in the Thompson Creek Unit of lands with wilderness characteristics (USDI BLM 2015).

Current permitted uses by outfitters and guides would remain the same but permit holders could be displaced to other areas inside or outside the withdrawal application area, but that potential displacement would depend upon timing, intensity, location, of mineral exploration and development activities.

The existing ROS classifications may change in the areas where mineral exploration or development occurs, though this is largely dependent on the type of mineral exploration and development, and the intensity and extent of activities. Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to recreation resources.

Implementation of land management plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to recreation resources.

Scenery

This section summarizes the effects of the alternatives on scenery resources. See the Scenery Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effect to scenery resources under alternative A. Alternative A would preserve and protect the scenic characteristics and outstanding beauty of the Thompson Divide area. Visitors would continue to enjoy this area and experience high-quality scenery.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to scenery resources under alternative B. To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to scenery resources in the withdrawal application area absent a withdrawal.

Actions identified in the Reasonably Foreseeable Development Report that could create potential risks to scenery include initial construction, drilling, completing and producing wells, interim reclamation and periodic maintenance, and final reclamation.

All transportation of equipment, supplies, and employees during certain periods such as construction, drilling, completing, and reclaiming wells risks negative impacts when visible by reducing the scenic character and recreational experience for as long as the activity is occurring. Construction activities could include cutting trees in road corridors or in 7-8 acre sized openings

(coinciding with the average size of recent well pads in the vicinity), using heavy earth moving and excavating equipment, earth moving and leveling, trenching and burying pipelines, constructing drilling structures and facilities. During well drilling and completing activities operation of heavy machinery including a several stories tall drilling rig, storage of large amounts of supplies, and continuous lighting would also affect the scenic character of the visible area.

When wells are placed into production, well pads are generally reduced in size, with the excess area reclaimed, and most to all equipment and machinery is removed, leaving maintenance and operational facilities such as sheds, buildings, storage tanks, pipelines, valve structures and fencing. These types of facilities are typically smaller than drilling facilities and would be potentially shorter than surrounding vegetation. Although these facilities would likely remain on the land for as long as the wells are producing, they may be screened with vegetation or by landforms. Periodic maintenance may temporarily impact the scenery if longer duration or bigger footprint maintenance was necessary. Final reclamation, to include removal of all mineral extraction equipment and facilities, recontouring well pads and access roads back to original conditions and revegetating regraded areas, although initially disturbing to scenic qualities, would have a net beneficial impact to the scenery resource once vegetation grows back to a healthy and mature appearance.

Scenery impacts from all oil and gas operations are dependent on how much of activity occurs at one time and for what duration. If much or all this activity takes place at once and for a long period of time the intensity of impacts would increase, resulting in decreased scenic character and recreational experience. Conversely, if construction activity takes place at some point of every year over many years, impacts would reduce the scenic character for long periods of time but at a lesser intensity.

Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to scenery.

Cultural Resources

This section summarizes the effects of the alternatives on cultural resources. The Cultural Resources Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at 43 CFR 2310.3-2. See the Cultural Resources Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effects to cultural resources. The requested withdrawal would have no effect to the physical integrity or use of sacred sites under Executive Order 13007.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Alternative B would result in no direct or indirect effects to cultural resources as defined in the National Historic Preservation Act (as amended), as no ground disturbing activities would occur that could adversely affect the integrity of a historic property. Alternative B would have no effect to the physical integrity or use of sacred sites under Executive Order 13007.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to cultural resources in the withdrawal application area absent a withdrawal. Actions identified in the Reasonably Foreseeable Development Report that could create potential risks to cultural resources from mineral exploration and development include any ground disturbing activities (including roads, pipelines, pads, pits) and visual impact to historic properties or to historic properties' viewshed. If avoidance measures could not be implemented, these activities could destroy, displace, or otherwise physically alter aspects of integrity that qualify the site for listing on the National Register of Historic Places. Mineral exploration and development activities can also directly affect cultural and historic sites, even when the activities occur outside of the cultural resource site boundary. The introduction of visual, atmospheric, or audible elements that diminish the integrity of the property's significant historic features could adversely affect the setting, feeling, or association of the site, and compromise the integrity of the site such that it is no longer eligible for listing on the National Register. An example could be the introduction of a well pad within the viewshed of a historic period cabin, such that the setting and feeling of the cabin are diminished. Short-term auditory effects can also affect cultural resource sites, if present.

Stipulations requiring survey, consultation, and avoidance measures minimize risk to cultural sites. Prior to authorizing any future mineral exploration and development, the USFS and the BLM would conduct cultural resource inventories to identify and evaluate all cultural resources located within the area of potential effect. Tribal consultation would be conducted to identify any specific traditional cultural properties and sacred sites that may exist within the area of potential effect. If cultural resources and sacred sites were located within the area of potential effect, the potential effects would be analyzed and taken into consideration in compliance with 36 CFR 800 and Executive Order 13007. If the proposed action was determined to have an adverse effect to cultural resources listed on or eligible for nomination to the National Register of Historic Places as defined in 36 CFR 800 and avoidance could not be accomplished, the adverse effects would be minimized, mitigated, or resolved following the procedures in 36 CFR 800.6.

Rangelands and Grazing

This section summarizes the effects of the alternatives on rangeland and grazing resources. See the Rangelands and Grazing Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effects to rangelands or grazing under alternative A.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to rangelands or grazing under alternative B. To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to grazing and rangelands in the withdrawal application area absent a withdrawal.

Activities identified in the Reasonably Foreseeable Development Report that could create potential risks to grazing from mineral exploration and development include construction and maintenance of well pads, access roads, gas and water gathering pipelines, and associated facilities. Ground disturbance caused by these activities could result in loss of forage. Forage quality may also be

affected if dust created from road construction, maintenance, and use settles on vegetation adjacent to roads. Increased vehicle traffic could increase the risk of injury or death to grazing animals. Increased vehicle traffic may also affect livestock distribution, impede livestock travel, and affect access to livestock facilities. Development of a road, well pad, or pipeline in areas that have historically been less accessible can affect the way livestock move through an area and could remove natural barriers that prevent livestock from drifting from desired grazing locations.

Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to rangelands and grazing.

Lands Program

This section summarizes the effects of the alternatives on the lands program. The Lands Program Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at 43 CFR 2310.3-2. See the Lands Program Report on the [project website](#) for more information about this analysis.

Alternative A

Under alternative A, there would be no effect to existing or future rights-of-way or special uses authorizations. All existing and future requests for rights-of-way and special use authorizations would be addressed in accordance with relevant laws, regulations, and policies.

Under alternative A, lands and interests administered by the USFS and BLM would be withdrawn from all forms of entry, appropriation, and disposal under public land laws, meaning no sale or exchange of these lands and interests could occur for the duration of the withdrawal. If the lands encompassing the proposed Mt. Emmons Land Exchange were to be withdrawn, the land exchange would not be able to proceed. However, when making a decision on the requested withdrawal, the Secretary of Interior may elect to exclude the lands proposed for exchange from the requested withdrawal application area, which would allow the land exchange to proceed.

Alternative B

Under alternative B, there would be no effect to existing or future rights-of-way or special use authorizations. All existing and future requests for rights-of-way or special use authorizations would be addressed according to relevant laws, regulations, and policies.

Under alternative B, lands and interests administered by the USFS and BLM would not be withdrawn from entry, appropriation, and disposal under public lands, and sale or exchange of these lands could occur and would be addressed according to relevant laws, regulations, and policies. As a result, the potential Mt. Emmons Land Exchange could be completed.

BLM Special Areas

This section summarizes the effects of the alternatives on BLM special areas. The BLM Special Areas Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at 43 CFR 2310.3-2. See the BLM Special Areas Report on the [project website](#) for more information about this analysis.

Alternative A

Oil and gas leasing, surface occupancy, and surface-disturbing activities are currently prohibited in the Thompson Creek Unit and ACEC under current land use decisions; therefore, the only effect of

a withdrawal would be additional certainty that no new mineral leases, exploration, or development would be authorized for the term of the withdrawal.

Alternative B

Oil and gas leasing, surface occupancy, and surface-disturbing activities are prohibited in the Thompson Creek Unit and ACEC under current land use decisions; therefore, there would be no effects to the Thompson Creek Unit or ACEC absent a withdrawal because these activities would continue to be prohibited.

USFS Special Areas

This section summarizes the effects of the alternatives on USFS special areas. The Forest Service Special Areas Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at 43 CFR 2310.3-2. See the Forest Service Special Areas Report on the [project website](#) for more information about this analysis.

Alternative A

There would be no effects to USFS special areas because the withdrawal would provide certainty that no new mineral leases, exploration, or development would be authorized for the term of the withdrawal. The Coal Basin Special Interest Area includes approximately 265 acres of surface lands administered by the USFS with non-federal (private) subsurface minerals. Non-federal subsurface minerals would not be subject to the withdrawal.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to USFS special areas under alternative B.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to USFS special areas in the withdrawal application area absent a withdrawal.

The land and resource management plan for the WRNF states that recommended wilderness and eligible wild and scenic rivers are not available for oil and gas leasing. Additionally, all roadless areas and special interest areas in the WRNF portion of the withdrawal application area were closed to oil and gas leasing through management decision with approval of the 2015 Oil and Gas Leasing Plan (USDA FS 2015). Therefore, there would be no effects to Colorado Roadless Areas, eligible wild and scenic rivers (Crystal River), or special interest areas (Coal Basin SIA) on the WRNF from any activities identified in the Reasonably Foreseeable Development Report.

The Colorado Roadless Rule does not explicitly prohibit mineral exploration and development in roadless areas. The rule does prohibit construction of new roads⁴ and in certain roadless areas identified as “upper tier,” a no surface occupancy stipulation is applied to oil and gas leases issued after July 3, 2012 (36 CFR 296.46). Additionally, all roadless areas in the WRNF portion of the withdrawal application area were closed to oil and gas leasing through management decision with approval of the 2015 Oil and Gas Leasing Plan (USDA FS 2015). The combined restrictions of no new road construction and the no surface occupancy stipulation effectively prohibit the

⁴ Subject to valid existing rights.

development of oil and gas *surface* operations in upper tier roadless areas in the GMUG. Roadless areas in the GMUG *not* identified as “upper tier” are slightly less restricted in that surface occupancy is permitted, meaning wells, well pads, pipelines, and supporting infrastructure can be developed but no new roads may be developed except where valid existing rights occur.

The Reasonably Foreseeable Development Report (USDA FS 2023) prepared for the requested withdrawal identifies potential mineral exploration and development that could occur in the next 20 years, absent a withdrawal. The report found that approximately 14,584 acres of Colorado Roadless Areas in the GMUG have potential for future oil and gas exploration and development because these areas are currently available for leasing and do not have a no surface occupancy stipulation. The report projects that up to three well pads and five wells could potentially occur in these Colorado Roadless Areas. Well pad size is estimated to be about 7 to 8 acres, meaning up to 21 to 24 acres of surface ground disturbance could occur. Additional surface disturbance would be required for pipelines and any ancillary facilities needed, but the acreage of that disturbance would be highly variable depending on the site-specific location.

The type and severity of effects to the Colorado Roadless Areas from oil and gas exploration and development would be dependent on the specific site and surface use proposal. Effects would likely be minimized through identification and application of Colorado Roadless Rule criteria (36 CFR 294.46), forest plan and resource management plan measures, best management practices, project design features, and mitigation measures. Yet even with these protections, it is possible that the roadless characteristics could be affected by exploration and development of oil and gas. Depending on location, amount, and duration of activities, in conjunction with other human-made features and level of human activity, the integrity of the roadless characteristics identified in the affected environment and (36 CFR 294.41) may be reduced.

Watershed Resources

This section summarizes the effects of the alternatives on watershed resources. The Watershed Resources Report was prepared to satisfy the withdrawal regulation requirements for a case file outlined at 43 CFR 2310.3-2. See the Watershed Resources Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effect to watershed resources under alternative A.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to watershed resources under alternative B.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to watershed resources in the withdrawal application area absent a withdrawal. Actions identified in the Reasonably Foreseeable Development Report that could create potential risks to watershed resources from mineral exploration and development include transportation of materials and equipment to the site; access road construction; well pad construction; pipeline trenching; drilling; water use to support drilling and completion operations; reserve pit construction; well casing; and long-term well site

and road maintenance. Oil and gas exploration and development activities can alter soil functions and lead to reduced soil quality in areas by causing compaction, displacement, degradation of the litter layer and soil organic matter, lack of appropriate annual litter contributions, and contamination.

Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects watershed resources.

Water Quality and Quantity

Creation of new oil and gas infrastructure, such as access roads, well pads, reserve pits, and trenches for pipelines, would disturb soil and present a risk of new or increased sedimentation to surface water features like ephemeral, intermittent, and perennial streams; lakes, ponds; and wetlands. Potential for sedimentation depends on the size and location of the disturbance in relationship to the surface water feature. Increased traffic on existing roads during certain periods of well operations may contribute to sedimentation if those roads are not properly maintained, are not designed for the load weights and frequencies, and are located near and runoff towards surface water features.

Contamination of ground or surface waters from brine, chemicals, or hydrocarbons is also a possibility. Potential conduits of contamination include improperly constructed or cemented wells and surface spills.

Use of surface or groundwater resources to support well drilling, well completion, or dust abatement may reduce the volume of or dry the source up completely, which would impact other resources dependent on that water source.

Riparian Areas, Wetlands, and Floodplains

Clearing of riparian vegetation and altering wetlands and floodplain hydrology through the construction of oil and gas infrastructure may impact these resources. Access road construction would have the highest potential for effects. Road development can alter floodplain function and capacity, which can, in turn, affect downstream channel morphology. Road development can also fill in wetlands and remove riparian vegetation.

Floodplain, wetland, and riparian area impacts could result in reduced water quality and increased downstream flooding by increasing runoff and reducing the absorption of floodwater. Vegetation removal adjacent to these resources can reduce the potential for continuous large wood to be produced to the stream systems over time, can reduce stream shade, and can increase erosion and sediment transport.

Surface occupancy for oil and gas well pads in riparian areas, wetlands, and floodplains may not be likely, due to stipulations and land and resource management plan/resource management plan measures limiting operations in these areas. However, there may be a risk of brine, chemical, or hydrocarbon contamination to these sensitive areas if there were an accidental release of materials on a well pad that is outside of any buffer zone, but still within somewhat close proximity.

Soil

Access roads and well pads would be compacted during construction. Soil compaction decreases open pore space in the soil, which decreases water infiltration rates and gas exchange. Once soils can no longer properly store and transmit water, increases in overland flow occur. This leads to an increase in soil erosion and a loss of the productive soil layer. Soil compaction can also impede

vegetation roots from growing properly, which reduces or slows growth and resiliency of the vegetation community.

Clearing vegetation and disturbing the soil to create access roads and open space for construction activities removes the overstory canopy, understory, and forest floor litter (for instance, needles, leaves, twigs), leaving the mineral soil exposed to the elements. This loss of biomass both reduces nutrient composition of the soils over time and potentially leads to soil erosion.

Soil erosion could occur during project implementation and afterwards, so long as the soil is bare of ground cover (McBroom et al. 2012). Where erosion occurs, the soil resource can become nutrient and seed deficient, and its functions can be altered, causing delays in vegetation recovery. The A-horizon becomes thinner as erosion removes soil off-site and can create a site that has reduced organic matter content, reduced infiltration and water holding capacity, reduced microorganisms for nutrient cycling, and higher clay content. These effects would additionally reduce the amount of water available to plants and reduce rooting depth, which affects root development. The increased erosion runoff during rainfall and snowmelt events then can affect other resource values such as water quality and aquatic habitat if sediment is transported into nearby waterbodies (Elliot et al. 1996; Jurgensen et al. 1997).

The presence of quantities of fuel, hydrocarbons, chemicals, and brine presents a risk of soil contamination. Contamination of soil can occur through spills of fluids being transported to or from a site, during drilling and fracturing, failure of well casings, equipment failures, and corrosion of pipes and tanks. If there is an accidental release, this fluid can become absorbed by soil particles and then either carried away by wind or water and deposited elsewhere, move through the soil profile intercepting groundwater, or removed through fractures in bedrock. Water quality and aquatics could be affected if the contaminated soil reaches waterbodies or drainages due to surface runoff or if downward movement of contaminants intercepts ground water.

Aquatic Wildlife

This section summarizes the effects of the alternatives on aquatic wildlife and their habitat. See the Aquatic Wildlife Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effect to federally listed species and no impact on USFS Regional Forester Sensitive Species, USFS Focal Species, or BLM Sensitive Species or their habitat under alternative A.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to federally listed species and no impact on USFS Regional Forester Sensitive Species, USFS Focal Species, or BLM Sensitive Species or their habitat under alternative B.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to aquatic wildlife in the withdrawal application area absent a withdrawal. Actions identified in the Reasonably Foreseeable Development Report that could create potential risks to special status aquatic species or their

habitat from mineral exploration and development include the use, maintenance, and construction of roads, pipelines, the removal of vegetation, and water use.

The construction, use, and maintenance of roads can adversely affect streams by accelerating erosion and sediment loadings, by altering stream channel morphology, and by changing runoff characteristics of watersheds, resulting in adverse effects to special status aquatic species including the Colorado River cutthroat trout. Improperly designed roads can prevent or interfere with upstream migration of fish. Culverts pose the most common migration barriers associated with road networks. Hydraulic characteristics and culvert configuration can impede or prevent fish passage (Furniss et al. 1991).

Deposit of fine sediment in the spaces in between cobbles and gravel affects Colorado River cutthroat trout and other fish species' ability to spawn, incubate, and successfully rear juveniles. Fine sediment can be deposited in the space between gravel, even in fast moving streams, because of the lower velocities within the gravels. If the amount of fine material in the gravel matrix is too great, the gravels may become so cemented or indurated that fish are unable to excavate a spawning bed (Bjornn and Reiser 1991; Furniss et al. 1991). Successful incubation of salmonids, including Colorado River cutthroat trout, in stream gravels depends on intragravel water flow to provide oxygen and to remove carbon dioxide and other wastes. If these spaces are filled with fine sediments, intragravel water flow and gas exchange are reduced and egg development is slow or halted. Fry emergence is likewise hampered by excessive fine sediments that can trap fry in the gravel (Bjornn and Reiser 1991). Large amounts of fine sediment reduce or eliminate much of the suitable substrate for producing macroinvertebrates, thereby limiting the food available to juvenile fish (Bjornn and Reiser 1991; Furniss et al. 1991). Excessive sediment delivery to a stream can modify the stream channel configuration, decreasing the depth and number of pools and reducing the physical space available for rearing fish, including changing or removing areas where fish reside over the winter (Bjornn and Reiser 1991; Furniss et al. 1991).

Removal of vegetation along riparian corridors could increase sedimentation in streams, but also may result in non-sediment related impacts to aquatic species. Streamside vegetation provides large quantities of organic matter when leaves, needles, and woody debris fall or blow into the stream. In addition to providing organic material, riparian vegetation produces insects that fall into the stream and supplement the diet of salmonid fishes such as Colorado River cutthroat trout. Riparian vegetation also contributes logs and branches that shape channel morphology, retain organic matter, and provide essential cover for fish species. Its roots stabilize streambanks stream banks and maintain undercut banks that offer prime salmonid habitat (Murphy and Meehan 1991). Riparian vegetation helps maintain cool temperatures in the summer and insulate the stream from heat loss in the winter (Murphy and Meehan 1991). Unsuitable temperatures can lead to disease outbreaks in migrating and spawning fish, altered timing of migration, and accelerated or slowed maturation (Bjornn and Reiser 1991).

During well drilling and completion water is continually being used in and being produced from the wellbore. Water drafting from streams and rivers could result in altered stream discharge and flows. This could lead to reduced suitable habitat for special status aquatic species. Water drafting with portable pumps can result in impingement or entrainment of juvenile fish if they are present in the drafting area. Contamination of surface waters from brine, chemicals, or hydrocarbons is also a possibility. Extreme illness and even death may occur to aquatic life, plants, animals that are exposed to oil and gas or produced water chemicals and wastes. How far downstream such impacts

to suitable habitat would occur is uncertain, but the chance of impacts would decrease the farther downstream the suitable habitat was from the mining activity.

The placement of pipelines could create a risk to aquatic habitat if they were near waterways or cross waterways through increased sedimentation and vegetation removal effects, both of which are discussed above.

Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to special status aquatic wildlife species.

Terrestrial Wildlife

This section summarizes the effects of the alternatives on terrestrial wildlife and their habitat. See the Terrestrial Wildlife Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effect to federally listed species, no impact on USFS Regional Forester Sensitive Species or BLM Sensitive Species, no effect on the viability of management indicator species, and no unintentional take of migratory birds under alternative A.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to federally listed species, no impact on USFS Regional Forester Sensitive Species or BLM Sensitive Species, no effect on the viability of management indicator species, and no unintentional take of migratory birds under alternative B.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to terrestrial wildlife in the withdrawal application area absent a withdrawal.

Mineral exploration and development activities may create potential risk to special status terrestrial wildlife species and migratory birds through direct manipulation or removal of habitat, disturbance to individuals, and direct mortality. Habitat effects include alteration and removal of habitat, including removal of vegetation and disturbance to soils or substrates in aquatic, riparian, and upland habitats. The installation of mining infrastructure, including facilities, roads, and storage areas would alter or remove habitat both temporarily and permanently for many species. The amount of habitat modification would vary. Roads may be constructed with a single lane or double lane running surface (in relatively level terrain). However, the total acreage disturbed for each mile of access road constructed varies substantially from site to site. The surface area required for a typical well pad in the area is about 7 to 8 acres.

Habitat modification and removal could result in direct loss of breeding sites, or a reduction in suitable breeding, foraging, or sheltering habitat. The quantity and type of habitat modified or removed would determine the magnitude of effects to a species. For example, a small amount of foraging habitat removed for a species with a large home range would be less likely to result in a meaningful impact than the removal of a nest tree for a golden eagle. Habitat modification or destruction for amphibians can result from impacts to water quality or quantity during and after

construction and related activities from roads and pads. Potential changes in local runoff patterns could also occur.

Road densities would increase for the life of the wells, and perhaps beyond. Both the well-related roads and the well pads would increase habitat fragmentation and reduce connectivity, resulting in impacts to lynx, deer, elk, birds, and other wildlife species.

Disturbance effects include those activities that may impact species and individuals during critical times of their life cycles, especially breeding seasons, which typically occur during the spring. Activities conducted at these times can impact all special status species. Activities that create elevated sound levels or result in close visual proximity of human activities at sensitive locations (for example, nest trees) have the potential to disrupt normal behavior patterns (Interagency Lynx Biology Team 2013). Studies of the effects of human disturbance upon wildlife have revealed that the immediate postnatal period in mammals and the breeding period in birds are periods when individuals are most vulnerable to disturbance (Interagency Lynx Biology Team 2013).

Aspects of mineral exploration and development involving noise, lighting, vehicle, and heavy equipment use are likely to disturb wildlife, including special status species. Activities during all stages of implementation, especially road construction, well pad construction, vehicle traffic and drilling, are anticipated to result in an increase in noise levels compared to ambient noise. The duration and spatial distribution of the noise would vary depending on the activity and not all noise producing activities would overlap in space and time. For example, increased noise associated with vehicular traffic and heavy equipment would be greatest during the initial construction phase, and then again during drilling operations at a later phase. During the drilling phase noise would be continuous, 24 hours a day, 7 days a week. Disturbance resulting from these activities would likely lead to reduced use or avoidance of otherwise suitable areas adjacent to mineral exploration and development activities. Such changes in behavior can result in decreased foraging, failure to breed, reduced reproductive success, and additionally for birds, nest abandonment or premature fledging of young.

Lighting for night operations is required to facilitate safety during continuous drilling and may affect species' use of habitats altered by lights at night. Night lighting has been shown to act as a barrier to bat movements (Kuijper et al. 2008) and to reduce bat activity in the immediate vicinity (Stone et al. 2009).

Mortality of individuals of a species is also a potential risk from mineral exploration and development. Mortality could result during initial construction activities and from ongoing vehicular traffic during all phases. Removal of vegetation during facility and/or road construction can result in the fatality of a roosting bat or nesting young bird. All species are at risk of mortality from vehicle collision especially for less mobile species like amphibians and monarchs that hibernate underground. Increased road access can contribute to poaching of animals.

Additionally, fluids used or produced during drilling and completion (hydraulic fracking fluids and flowback water) and during long-term production (produced water, glycol) have the potential to contaminate soils and surface water. There is a potential risk of surface water contamination during accidental releases of waste products or of lubricants and fuels and other chemicals that could flow into streams or ditches after spills. Spills of fuel and drilling chemicals may result in mortality to some species if ingested directly or indirectly.

Implementation of forest plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to special status terrestrial wildlife species.

Botanical Species

This section summarizes the effects of the alternatives on botanical species and their habitat. See the Botany Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes. Therefore, there would be no effect to federally listed species, and no impact on USFS Regional Forester Sensitive Species or BLM Sensitive Species or their habitat under alternative A. Alternative A would not lead to the introduction or spread of non-native invasive species.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to federally listed species, and no impact on USFS Regional Forester Sensitive Species or BLM Sensitive Species or their habitat under alternative B. To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to botanical species in the withdrawal application area absent a withdrawal.

Mineral exploration and development actions identified in the Reasonably Foreseeable Development Report that could create potential risks to threatened, endangered, proposed, or sensitive botanical species or habitat include ground-disturbing activities such as land grading and clearing for construction of access roads, well pads, facilities, pipelines, and reclamation. Ground-disturbing activities may cause vegetation removal, habitat alteration, and habitat fragmentation. Equipment and human presence and activity may trample, break, crush, uproot, or cover vegetation, causing damage or mortality. Vegetation removal and impacts could reduce the condition of native vegetation communities and individual native plant species, alter age class distribution, reduce connectivity, and increase risk of non-native plant establishment. Construction and maintenance activities could increase dust, which could cover vegetation and impair plant photosynthesis and respiration which may result in lowered plant vigor and growth rate, altered or disrupted pollination, and increased susceptibility to disease, drought, or insect attack.

Actions identified in the Reasonably Foreseeable Development Report create a moderate to high risk of spreading or introducing non-native invasive plants, including ground-disturbing activities such as transportation of materials and equipment to site, access road construction, well pad construction, pipelines, drilling, and long-term maintenance. The risk of non-native plant introduction and spread is partly related to the amount of disturbed area. Where ground disturbance occurs and bare soil is exposed, non-native invasive plants are more likely to become established (Masters and Sheley 2001; Zouhar et al. 2008). Seed dispersal by vehicles and equipment is also a major vector for non-native invasive plants (Ouren et al. 2007, Von der Lippe and Kowarik 2007, Taylor et al. 2011).

In general, the detrimental effects of non-native invasive plants may include a reduction in native biodiversity, changes in species composition, loss of habitat for dependent and native species

(including wildlife), changes in biogeochemical cycling, and alteration of disturbance regimes (USDA FS 2012).

Implementation of land management plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to special status botanical species and the adverse effects related to the introduction and spread of non-native invasive species.

Air Quality

This section summarizes the effects of the alternatives on air quality. See the Air Quality Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause environmental changes to air quality. Therefore, there would be no effect to air quality under alternative A.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no effect to air quality under alternative B. To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to air quality in the withdrawal application area absent a withdrawal.

Actions identified in the Reasonably Foreseeable Development Report could create potential risks to air quality from mineral exploration and development, including effects to human health, regional haze, and air quality-related values. Implementation of land management plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce the risk of adverse effects to air quality.

National Ambient Air Quality Standards

The relative risk to air quality from oil and gas operations is proportional to the emissions from the oil and gas development, production, transportation, processing activities, and end use. Prior to commencement of oil and gas operations, a facility must apply for and receive all relevant federal and state air quality permits, and later provide regular reporting to state and federal agencies as required by permit, thereby demonstrating the proposed operations would follow state and federal air quality regulations.

Point source emissions associated with this type of oil and gas development typically includes combustion-related emission sources from drilling, production equipment, generators, heaters, or vehicles operating on unpaved roads. Emissions may contain nitrogen oxides, sulfur dioxide, carbon monoxide, and particulate matter. Building heating can be a minor source of emissions that can be mitigated with clean burner technology or electrification. Tailpipe emissions originating from vehicles can be reduced by using the best performing engine emission reduction technology available at the time (for example Tier 4 engines) or implementing electric vehicle fleets.

Fugitive dust sources of emissions associated with oil and gas drilling and production operations typically occur during drilling, traffic on unpaved surfaces, and wind erosion of open areas. Fugitive dust is generally emitted near the ground and settles quickly. Water sprays applied would

increase moisture content and reduce the likelihood of dust becoming airborne. Chemical dust suppressants may also be used. Further vehicle restrictions, such as limiting vehicle speed, could be used as necessary to control fugitive dust from road travel. Fugitive dust control measures would be required per state regulation.

Regional Haze

Recent visibility monitoring data from two sites closest to the withdrawal application area show overall improving visibility conditions with occasional spikes in the haziest days most often associated with wildfire smoke and severe dust storm events. Increased oil and gas development and production activity would have the potential to adversely affect regional haze and visibility. The extent that these activities would have on visibility would need to be evaluated on a case-by-case basis.

Air quality-related values

Significance thresholds have been defined for the Class I areas by federal land managers with jurisdiction over the area. Significance of a specific project typically depends on several factors that are considered by the federal land managers on a case-by-case basis. Should mineral development ever occur in the withdrawal application area, a federal new source review permit may be required during the air quality permitting process depending on the level of emissions of the project. If completed, the new source review analysis is intended to ensure a proposed source of emissions would not have adverse effects (as defined under the Clean Air Act) on visibility and air quality-related values assigned to the wilderness. This permitting process would reduce but may not eliminate effects to the Class I area.

Climate Change

This section summarizes the effects of the alternatives on climate change. See the Climate Change Report on the [project website](#) for more information about this analysis.

Alternative A

Alternative A does not involve any specific ground disturbance or other actions that may cause greenhouse gas emissions. Therefore, there would be no climate change effects under alternative A. Alternative A would prevent the possibility of releases of greenhouse gas that otherwise may occur absent the withdrawal.

Alternative B

Because alternative B would not authorize any action, the act of selecting alternative B would not, in and of itself, cause any environmental effects. Therefore, there would be no climate change effects under alternative B.

To understand the tradeoffs between alternatives, the projections in the Reasonably Foreseeable Development Report were used to evaluate potential outcomes and risks to climate change in the withdrawal application area absent a withdrawal. Greenhouse gases⁵ are emitted whenever gasoline or natural gas-fueled equipment is running, so all of the stages of development discussed in the Reasonably Foreseeable Development Report would contribute to effects, including:

- Initial construction of well pads, access roads, and gas and water gathering pipelines

⁵ Greenhouse gases that are relevant to this analysis are carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O).

- Drilling, completing, and placing the wells into production
- Interim reclamation of portions of the well pads not needed to support long-term operations
- Long-term maintenance of roads, well pad working surfaces, and associated facilities
- Eventual final reclamation of all surface disturbances when final well abandonment occurs

Implementation of land and resource management plan and resource management plan measures, best management practices, project design features, and mitigation measures assigned during site-specific project planning would reduce emissions. Technology and methods exist that can reduce the amount of greenhouse gas emissions at the well, such as the use of electric equipment in place of gasoline or natural gas-fueled equipment and “green” completions that capture methane. It is likely that any future well development would incorporate some or all those practices. However, the largest emitter of greenhouse gas from the full life of a well is the final downstream use of the hydrocarbons, assumed to be combustion at location far removed from the Thompson Divide withdrawal application area. Downstream use is included in the discussion of potential emissions.

The exercise of calculating the amount of greenhouse gas emissions from the Reasonably Foreseeable Development Report was completed to provide a framework for the responsible official and the public to understand the tradeoffs between alternatives; however, it should be noted that there is implicit uncertainty because at this time there is no activity proposed. If alternative A were selected, the greenhouse gas emissions possible from the Thompson Divide withdrawal application area would not happen. Whether or not those emissions would be substituted by wells that are developed and produced in other locations is outside of the scope of this analysis. If alternative B were selected, it is possible that oil and gas leasing may result in exploration, development, and production of hydrocarbons that would lead to likely eventual combustion of those hydrocarbons. Using recent analysis from the North Fork Mancos Master Development Plan for Oil and Gas Exploration and Development Plan (USDI BLM and USDA FS 2019) to provide the details on activities and equipment that would release greenhouse gases it is estimated that 13 wells in the Thompson Divide withdrawal application area may release approximately 0.014 million metric tons of CO₂e per year from the production and development phases and 48 million metric tons of CO₂e per year from the downstream phase. In comparison to 2015 emissions, this represents 0.00009 percent of Colorado’s oil and gas emissions from development and production, 3 percent of Colorado’s oil and gas downstream emissions (combustion), and 0.1 percent of total U.S. emissions (Colorado Oil and Gas Conservation Commission 2018, USDI Office of Natural Resources Revenue 2017, and Intergovernmental Panel on Climate Change 2013).

Cumulative Effects

The agencies have considered the cumulative impacts from the requested withdrawal. That is, the incremental impact from the proposed action considered cumulatively with relevant past, present, and reasonably foreseeable future actions. Relevant actions are those that similarly restrict sale or exchange of USFS and BLM administered lands or exploration and development of mineral resources.

There are five existing Public Land Orders (withdrawals) in the Thompson Divide withdrawal application area, totaling to 3,379 acres (table 2). The withdrawals were enacted to protect or set aside roads, campgrounds, recreation areas, and power sites. These withdrawals were established prior to the enactment of the Federal Land Policy and Management Act of 1976 and do not expire.

These withdrawals would not be affected by the requested Thompson Divide withdrawal and would remain in effect regardless of which alternative is selected.

The West Elk Wilderness and Raggeds Wilderness are adjacent to the Thompson Divide withdrawal application area and the Maroon Bells-Snowmass Wilderness is approximately 3 miles to the east. These three areas encompass 423,728 acres designated as wilderness in the National Wilderness Preservation System, and are withdrawn from public land laws, mining laws, and mineral leasing, mineral materials, and geothermal leasing laws (table 3).

Table 2. Existing withdrawals in the withdrawal application area

Public land orders	Year	Laws withdrawn from	Purpose	Acres
PLO 4579	1969	Mining laws	Withdrawal lands on 200 feet either side of center line State Highway 133	792
PLO 2303	1961	Public land laws and mining laws	Lake Irwin Campground	125
PLO 4928	1970	Mining laws	Lost Lake Recreation Area	560
Power Site Classification 431	1954	Public land laws	Hydro Power withdrawal	1,100
Power Site Reserve 542	1954	Public land laws	Hydro Power withdrawal	802

Table 3. Existing designated wilderness areas adjacent to or near the withdrawal application area

Wilderness	Year	Laws withdrawn from	Purpose	Acres
West Elk Wilderness	1964	Public land laws, mining laws, mineral leasing, mineral materials, and geothermal leasing laws.	Wilderness	176,459
Raggeds Wilderness	1980	Public land laws, mining laws, mineral leasing, mineral materials, and geothermal leasing laws.	Wilderness	64,351
Maroon Bells-Snowmass Wilderness	1964	Public land laws, mining laws, mineral leasing, mineral materials, and geothermal leasing laws.	Wilderness	182,918

The requested withdrawal, if approved, would add approximately 224,713 acres to existing withdrawals in the immediate vicinity. No other actions that would withdraw additional acreage in the immediate vicinity of the withdrawal application area reasonably foreseeable at this time.

Chapter 5 – Agencies and Persons Consulted

Tribal Government Consultation

A package that included information about the requested withdrawal and an invitation for consultation was distributed to 10 federally recognized tribes on April 18, 2023, with an additional invitation distributed on June 16, 2023. An informational meeting with the Southern Ute Tribe was held upon request on July 12, 2023.

Public Participation

In fall of 2022, the Rocky Mountain Region Regional Forester submitted an application to the BLM requesting the Thompson Divide withdrawal. The BLM published a notice in the *Federal Register* on October 17, 2022, announcing its receipt and acceptance of the application and initiation of a 90-day comment period as required by BLM regulations (43 CFR 2310.3-1(b)). A public meeting was held December 14, 2022, in the Town of Carbondale, Colorado. Additional public input was solicited during a USFS public scoping period, held May 3 through June 16, 2023. Two additional public meetings were held—one in Delta, Colorado (May 9, 2023) and one in Gunnison, Colorado (May 11, 2023).

Over 60,000 letters were received between the two comment periods. The majority of comments received were expressions of support for the requested withdrawal. Commenters in support of the requested withdrawal expressed the value and importance of protecting climate, air, water, wildlife habitat, traditional livestock grazing, roadless areas, unique recreation experiences, big game hunting, scenery and other resources from the potential impacts of mineral exploration and development. World class big game hunting and fishing experiences, backpacking, snowmobiling, climbing, unique kayaking experiences, biking, leaf peeping, and taking in iconic landscapes were all recreational activities commenters noted would be protected by a withdrawal, and thus, the recreation economy would also be protected.

Several comments were received expressing opposition to the requested withdrawal. Commenters in opposition of the withdrawal wrote that the lands were adequately protected through existing land use decisions and regulatory frameworks. Some commenters noted that laws and policies directing federal land management agencies supported multiple use, including mineral development and extraction.

Several comments were received requesting specific considerations, such as increasing or decreasing the withdrawal application area. These specific considerations were considered as specified in Chapter 2, Alternatives Considered but Eliminated from Detailed Analysis. A complete record of all letters submitted during the comment periods are available in the project record.

Agency and Government Consultation

State Historic Preservation Office

No historic properties or sacred sites will be affected by alternative A. Further, the USFS has determined under 36 CFR 800.3(a)(1) that the requested withdrawal, while an undertaking, is the type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present, and that therefore, the agency official has no further obligations under Section 106 [of the National Historic Preservation Act] or the regulations at 36

CFR Part 800. As such, the USFS has not initiated formal consultation with the State Historic Preservation Office under 36 CFR 800.

United States Department of the Interior – Bureau of Land Management

The USFS designated the BLM as a cooperating agency in development of this environmental assessment in accordance with 43 CFR 2310.3-2(b)(3). The BLM formally agreed in a memorandum of understanding, signed July 11, 2023, to participate as a cooperating agency in development of this environmental assessment pursuant to 40 CFR. 1501.8. Under these regulations, the USFS recognizes that the BLM has regulatory and statutory responsibilities and expertise and coordinates analysis, review, public involvement and consultation.

United States Fish and Wildlife Service

The biological evaluations prepared for the project found that the requested withdrawal (alternative A) would have “no effect” on threatened, endangered or proposed species or their critical habitat known to occur in the withdrawal application area. As such, there was no requirement to formally consult and gain concurrence from the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act. The biologists that reviewed the analysis informally discussed the requested withdrawal with the Western Colorado Field Office of the U.S. Fish and Wildlife Service and they agreed the project does not require consultation via a biological assessment submitted to U.S. Fish and Wildlife Service for concurrence (W. Blair, U.S. Fish and Wildlife Service, pers. comm. October 2023).

Cities, Towns, and Counties

The USFS designated Pitkin, Garfield, and Gunnison Counties, as well as the Town of Carbondale, the Town of Crested Butte, and the City of Glenwood Springs, as cooperating agencies in the development of this environmental assessment pursuant to 40 CFR. 1501.8. Under these regulations, the USFS recognizes these agencies possess resources, knowledge, and expertise relevant to this environmental analysis.

Preparers, Contributors, and Reviewers

Agency*	Name	Position	Qualifications
FS	Alan Czepinski	Outdoor Recreation Planner	BS Geology, 7 years of experience
FS	Amy Schaefer	SUDS Coordinator	BS Psychology, BA Business Administration, 11 years of experience
FS	Amy Titterington	Pike-San Isabel NF Forest Geologist	BS Earth Science, Professional Geologist License, 16 years of experience
FS	Anna Kistner	Aspen-Sopris Districts Realty Specialist	BA Geography, 5 years of experience
FS	April Evans	Writer-Editor	PhD Coastal Resource Management, 8 years of experience
Contractor	Chadd VanZanten	Technical Writer/Editor	BS Communications, 24 years of experience
Contractor	Christopher Sands	Interdisciplinary Team Manager	MLA Landscape Architecture, 35 years of experience
BLM	Dan Ben-Horin	Colorado National Conservation Lands Program Lead	MS Urban and Regional Planning, 10 years of experience

Agency*	Name	Position	Qualifications
FS	Brian Ratcliffe	Socioeconomics Program Lead	MPS in Applied Ecology, Master of Public Administration, 4 years of experience
BLM	Carmia Woolley	Natural Resource Specialist	BS Watershed Science, 20 years of experience
FS	Cary Green	WRNF NEPA Coordinator and Planner	MS Forest Science, 30 years of experience
FS	Cassandra Marszal	Wildlife Biologist	BS Natural Resources, Range, and Wildlife Management, 18 years of experience
FS	Chad Hermandorfer	Hydrologist	BS Environmental Science, 23 years of experience
FS	Cole Green-Smith	White River Hydrologist	BS Env Geology, MS Hydrology, 10 years of experience
BLM	Colin Brady	CRVFO Fisheries Biologist	BS Fisheries and Aquatic Sciences, 11 years of experience
FS	Elysia Retzlaff	Project Manager and Environmental Coordinator	BS Geography and GIS, MS Natural Resource Management and NEPA, 14 years of experience
FS	Emma Chambers-Koening	Archaeologist	MA Anthropology, 5 years of experience
FS	Erik Rizzo	WRNF Botanist	BS Biological Science, 6 years of experience
BLM	Erin Leifeld	Colorado Tribal Liaison Officer	MA Anthropology/Archaeology, 15 years of experience
BLM	Forrest Cook	Air Resource Specialist	BS Atmospheric Science, 18 years of experience
Contractor	Glen Busch	GIS Specialist	MS Bioregional Planning, 22 years of experience
FS	Jane Frambach	Geographic Information Systems	BS Forestry, 37 years of experience
FS	Jared Pierce	Forest Landscape Architect	BS Landscape Architecture, 15 years of experience
FS	John Lee	Physical Scientist	PhD Geology, 7 years of experience
FS	Jolen Anya Minetz	WRNF Forest Archaeologist	MA Anthropology, PhD Candidate in Anthropology, Registered Professional Archaeologist, 18 years of experience
BLM	Joseph Isles P.G.	Geologist	BS Geology, MS Geoscience, 25 years of experience
Contractor	Judy Seamons	Writer/Editor	BS Education, 34 years of experience
BLM	Kemba Anderson	Fluid Minerals Branch Chief, Colorado State Office	BSE Biomedical Engineering, BS Finance, MBA Business Administration-Finance, 18 years of experience
FS	Kenneth Straley	GMUG Recreation, Wilderness, and Trails Program Manager	BS Natural Resources Management & Planning, 30 years of experience
BLM	Kristin Elowe	Planning and Environmental Coordinator	BS/MS Geology, 25 years of experience
BLM	Linda Skinner	Outdoor Recreation Planner	BS Environmental Biology, 16 years of experience

Agency*	Name	Position	Qualifications
FS	Lindsey Freitag	CRVFO Geospatial Ecologist	BS Environmental Science & GIS, MS Natural Resource Policy, 6 years of experience
BLM	Lisa Strunk	Socioeconomist	BS Economics, MA Economics, 18 years of experience
FS	Lydia LaBelle de Rios	WRNF Rangeland Program Manager	BS Range Management, MS Watershed Science, 16 years of experience
BLM	Malia Burton	Lands, Realty, and Renewable Energy Branch Chief	BS Wildlife Ecology & Conservation, 18 years of experience
FS	Mary Denise Kusnir	GMUG Forest Lands Program Manager	BS Recreation and Park Administrative, Minor in Geography, 17 years of experience
FS	Michael Braudis	Aspen-Sopris Ranger District Realty Specialist	BSS Park Management, 22 years of experience
FS	Nicole Mortenson	GMUG NEPA Specialist	BS Natural Resource Conservation, 31 years of experience
FS	Nicole Hill	Regional Landscape Architect/Recreation Planner	BS Landscape Design, BS Environmental Management, 20 years of experience
FS	Pamela Leschak	GMUG Minerals Program Manager	MS Geology, 35 years of experience
FS	Patricia Goude	Writer-Editor	BA Technical Journalism, 30 years of experience
FS	Paula Peterson	White River Recreation Program Manager	BS Zoology, 32 years of experience
FS	Philip Nyland	Aspen-Sopris Districts Wildlife Biologist	BS Environmental Science, MS Wildlife Science, 20 years of experience
FS	R. Clay Ramey	WRNF West Zone Fisheries Biologist	MS Environmental Studies, 14 years of experience
FS	Rachel Reed	Environmental Coordinator	BS Environmental Studies, 13 years of experience
FS	Ray Rivera	Fisheries Biologist	BS Agriculture, Fisheries, and Wildlife Sciences, 35 years of experience
FS	Robyn Watkins Morris	Heritage Program Manager (Acting)	BA History, MA Anthropology, 27 years of experience
Contractor	Sandy Davenport	Recreation and Special Areas	BLA, Landscape Architecture, 25 years of experience
FS	Sara Daehn	Writer-Editor	BA English, 16 years of experience
BLM	Scott Curtis	Land Law Examiner	BS Accounting, 6 years of experience
Contractor	Scott Evans	Program Manager	Ph.D. Range Science, 31 years of experience
FS	Scott Williams	Fire Management Specialist	BS Environmental Science, 40 years of experience
Contractor	Sean Keenan	Socioeconomics Specialist	Ph.D. Sociology, 23 years of experience
BLM	Shay Romine	Fluid Minerals Program Lead	BS Geology, Certified Professional Geologist, 11 years of experience
FS	Shilo Burton	Writer-Editor	15 years of experience
BLM	Stephanie Connolly	District Manager, Southwest Colorado	Forestry, Planning, Recreation, and Leadership, 32 years of experience

Agency*	Name	Position	Qualifications
FS	Stephen Elzinga	Range Technician	BS Crop and Soil Science, 24 years of experience
BLM	Tom Fresques	State Fish and Riparian Program Lead	BS Fish Biology, 29 years of experience
BLM	Tracy Perfors	Planning and Environmental Coordinator	MS Rangeland Science, 17 years of experience
FS	Valerie Horncastle	GMUG District Wildlife Biologist	MS Wildlife and Fisheries Ecology, 20 years of experience
FS	Victoria Regula	Botanist	BS Natural Resources, MS Rangeland Ecology, 17 years of experience
FS	William "Tony" Smith	GMUG GIS Program Manager	BS Forest Management Science, 30 years of experience

* BLM = Bureau of Land Management; FS = Forest Service.

Draft Finding of No Significant Impact

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

DRAFT FINDING OF NO SIGNIFICANT IMPACT for Thompson Divide Withdrawal

Introduction

The U.S. Department of Agriculture, Forest Service (USFS) in cooperation with the U.S. Department of Interior, Bureau of Land Management (BLM), completed an environmental assessment for the Thompson Divide Withdrawal. This environmental assessment analyzed two alternatives: a proposed action and a no action alternative. The recommended alternative is the proposed action.

Under the proposed action, the Secretary of the Interior would issue a public land order and approximately 200,526 acres administered by the USFS, 15,465 acres administered by the BLM, and 8,721 acres of federal interests in lands underlying non-federal surface lands would be withdrawn 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 for 20 years, subject to valid existing rights. The proposed action would prohibit the sale or exchange of federal lands and interests in lands in the withdrawal application area and close those federal lands and interests in lands to mineral entry. No new mining claims could be located and no new mineral leases could be issued. However, the proposed action would not restrict ongoing or future mineral exploration or development on valid existing rights.

The proposed action would not apply to approximately 35,555 acres of non-federal lands and interests in lands located in the withdrawal application area. Holders of state, county, and private interests could continue to exercise their rights. However, if ownership of these non-federal lands or interests in lands were acquired by the United States to be managed by the USFS or BLM, such lands and interests in lands would be subject to the withdrawal.

The purpose of the requested withdrawal is to prevent sale or exchange of USFS and BLM administered lands in the withdrawal application area and protect these lands, and the natural resources therein, from the potential adverse effects that may arise from mineral exploration and development. The requested withdrawal is needed to retain the contiguous landscape, resulting in more efficient and effective administration of USFS and BLM administered lands and to protect the agricultural, ranching, wildlife, air quality, recreation, ecological, and scenic values of the Thompson Divide Area for both intrinsic and economic value to local communities.

The USFS and BLM prepared this environmental assessment and finding of no significant impact to be submitted in support of its withdrawal application in conformance with the Federal Land Policy and Management Act and the regulations at 43 CFR Part 2300 pertaining to withdrawals. The USFS designated the BLM as a cooperating agency in development of this environmental assessment in accordance with 43 CFR 2310.3-2(b)(3). The BLM formally agreed in a memorandum of understanding, signed July 11, 2023, to participate as a cooperating agency in

development of this environmental assessment pursuant to 40 CFR. 1501.8. Under these regulations, the USFS recognizes that BLM has regulatory and statutory responsibilities and expertise and coordinates analysis, review, public involvement and consultation.

Finding of No Significant Impact

Based on the environmental assessment, which analyzes potential impacts from the proposed action, and an evaluation of the criteria provided by the Council on Environmental Quality regulations at 40 Code of Federal Regulations (CFR) 1501.3 (1) and (2) i-iv, I have determined that the requested Thompson Divide Withdrawal does not constitute a major federal action that would have a significant effect on the quality of the human environment. There are no proposed federally controlled connected actions (40 CFR 1501.9(e)(1)). The environmental effects are not significant (40 CFR 1501.3(b)) and do not exceed those effects as described in the final environmental impact statements for the current land management plans in the project area. Therefore, an environmental impact statement is not required. This finding is based on the potentially affected environment and degree of the effects of the proposed action as described below.

Potentially Affected Environment (40 CFR 1501.3(b)(1))

The potentially affected environment is described in detail in chapter 3 of the environmental assessment and was the context within which resource specialists considered the degree of effect to various relevant resources.

The withdrawal application area occupies portions of Garfield, Gunnison, and Pitkin Counties in western Colorado and includes lands and interests in lands within the administrative boundaries of the Grand Mesa, Uncompahgre, and Gunnison National Forests (GMUG), White River National Forest (WRNF), BLM Colorado River Valley Field Office, BLM Gunnison Field Office, and BLM Uncompahgre Field Office. Nearby communities include Carbondale, Crested Butte, Gunnison, Glenwood Springs, Paonia, and Somerset. The withdrawal application area is adjacent to the West Elk Wilderness and Ragged Wilderness.

Degree of Effects (40 CFR 1501.3(b)(2))

The following effects have been considered in my evaluation of the proposed action:

i. Short- and long-term effects

The proposed action would prohibit the sale or exchange of federal lands and interests in lands in the withdrawal application area and close those federal lands and interests in lands to mineral entry, subject to valid existing rights, for a term of 20 years. The effects described in the section below (ii) would continue for the term of the withdrawal.

ii. Beneficial and adverse effects

The proposed action is administrative in nature and does not involve any ground disturbance or other actions that may cause environmental changes. As such, there would be no adverse effects to recreation, scenery, water, soil, aquatic species, wildlife species, botanical species, cultural resources, air quality, or climate.

The proposed action would have the beneficial effect of being wholly protective of the natural, social, and physical environments in the withdrawal application area because the proposed action would protect USFS and BLM administered lands in the

withdrawal application area, and the natural resources therein, from the potential adverse effects that may arise from mineral exploration and development for the term of the withdrawal. Additionally, the proposed action would retain the contiguous landscape resulting in more efficient and effective administration of USFS and BLM administered lands.

Potential jobs, income, and tax and nontax revenue from mineral exploration and development would not be realized for the duration of the withdrawal; however, it is expected to make up less than 1 percent of current oil and gas employment activity. As demand for oil and gas from the four-county area continues, the loss of potential jobs, income and revenues due to the withdrawal would be met outside the withdrawal application area. The proposed action would protect the agricultural, ranching, wildlife, air quality, recreation, ecological, and scenic values of the Thompson Divide area for both intrinsic and economic value to local communities.

iii. Effects on public health and safety

The proposed action is administrative in nature and does not involve any ground disturbance or other actions that may cause environmental changes. As such, there would be no effects to public health and safety.

iv. Effects that would violate federal, state, tribal, or local laws protecting the environment.

The proposed action is administrative in nature and does not involve any ground disturbance or other actions that may cause environmental changes. As such, there would be no effects that would violate federal, state, tribal, or local laws protecting the environment. The environmental assessment and resource reports meet the disclosure requirements of the National Environmental Policy Act and demonstrate consistency with applicable laws.

Mitigation and Monitoring (40 CFR 1501.6(c))

The proposed action does not involve any ground disturbance or other actions that may cause environmental changes. As such, there would be no mitigation warranted for the proposed action.

Appendix – Withdrawal Regulatory Requirements

43 Code of Federal Regulations 2301.3-2

Specific requirements for processing withdrawals for the applicant agency are detailed within 43 CFR 2310.3-2. Below is a summary of the regulations with information on where within this environmental assessment or in the corresponding project record the required information may be obtained. 43 CFR 2301.3-2 lists:

(a) The qualifications of all specialists utilized by either the authorized officer or the applicant to prepare the information, studies, analyses, and reports shall be provided.

- ◆ See “Preparers, Contributors, and Reviewers” in the environmental assessment.

(b)(1) A report identifying the present users of the lands involved, explaining how the users will be affected by the proposed use and analyzing the manner in which existing and potential resource uses are incompatible with or conflict with the proposed use of the lands and resources that would be affected by the requested action.

- ◆ See “Chapter 3 – Affected Environment and Present Use” in the environmental assessment.
- ◆ See the Recreation Report, BLM Special Areas Report, Forest Service Special Areas Report, Lands Program Report, and Socioeconomics Report.
- ◆ Provisions of sections 2310.3–5 (compensation for improvements) do not apply because there are no improvements on lands impacted.

(b)(2) If the application states that the use of water in any State will be necessary to fulfill the purposes of the requested withdrawal, extension or modification, a report specifying that the applicant or using agency has acquired, or proposes to acquire, rights to the use of the water in conformity with applicable State laws and procedures relating to the control, appropriation, use and distribution of water, or whether the withdrawal is intended to reserve, pursuant to federal law, sufficient unappropriated water to fulfill the purposes of the withdrawal.

- ◆ The withdrawal application states: No water will be needed to fulfill the purpose of the requested withdrawal. Access, development, and maintenance of surface and ground water rights would not be affected by this withdrawal.

(b)(3) An environmental assessment, an environmental impact statement, or any other documents as are needed to meet the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)), and the regulations applicable thereto.

- ◆ Environmental assessment states on page 1, “This environmental assessment is a component of that case file and is written in accordance with Council for Environmental Quality regulations implementing the National Environmental Policy Act (NEPA), found at 40 CFR Parts 1500-1508 and the Department of the Interior’s NEPA regulatory requirements found at 43 CFR Part 46.”

(b)(3)(i) A report on the identification of cultural resources prepared in accordance with the requirements of 36 CFR part 800, and other applicable regulations.

- ◆ See Cultural Resources Report
- ◆ See “Agencies and Persons Consulted” in the environmental assessment, regarding tribal and historic resource consultation.

(b)(3)(ii) An identification of the roadless areas or roadless islands having wilderness characteristics, as described in the Wilderness Act of 1964 (16 U.S.C. 1131, et seq.), which exist within the area covered by the requested withdrawal action.

- ◆ See the Forest Service Special Areas Report and BLM Special Areas Report

(b)(3)(iii) A mineral resource analysis prepared with information on: General geology, known mineral deposits, past and present mineral production, mining claims, mineral leases, evaluation of future mineral potential and present and potential market demands.

- ◆ See the Mineral Potential Report and the Reasonably Foreseeable Development Report.

(b)(3)(iv) A biological assessment of any listed or proposed endangered or threatened species, and their critical habitat, which may occur on or in the vicinity of the involved lands, prepared in accordance with the provisions of Section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1536), and regulations applicable thereto, if the secretary determines that assessment is required by law.

- ◆ See the Terrestrial Wildlife Report, Aquatic Wildlife Report, and Botany Report

(b)(3)(v) An analysis of the economic impact of the proposed uses and changes in use associated with the requested action on individuals, local communities, State and local government interests, the regional economy and the Nation as a whole.

- ◆ See the Socioeconomics Report.

(b)(3)(vi) A statement as to the extent and manner in which the public participated in the environmental review process.

- ◆ See “Agencies and Persons Consulted” in the environmental assessment.

(b)(4)(i) Whether the lands involved are floodplains or are considered wetlands.

- ◆ See chapter 3 of the environmental assessment.
- ◆ See the Watershed Resources Report

(b)(4)(ii) Whether the existing and proposed uses would affect or be affected by such floodplains or wetlands and, if so, to what degree and in what manner.

- ◆ The requested withdrawal would have no effect on wetlands or floodplains. See the Watershed Resources Report for additional information.

(c) Prior to final action being taken in connection with an application, the applicant shall prepare, with the guidance and participation of the authorized officer, and subject to the approval of the authorized officer, the Secretary and other affected departments, agencies or offices, a resource management plan and implementation program regarding the use and management of any public lands with their related resources uses. Consideration shall be given to the impact of the proposed reservation on access to and the use of the land areas that

are located in the vicinity of the lands proposed to be withdrawn. Where appropriate, the plan and program will be implemented by means of a memorandum of understanding between the affected agencies. Any allocation of jurisdiction between the agencies shall be effected in the public land order or legislation. In those cases where the Secretary, acting through the BLM, would continue to exercise partial jurisdiction, resource management of withdrawn areas may be governed by the issuance of management decisions by the BLM to implement land use plans developed or revised under the land use planning requirements of Section 202 of the Act (43 U.S.C. 1712).

References

References cited in chapters 3 and 4 of the environmental assessment that are not found below are specific to that resource analysis and may be found in each corresponding resource report.

Resource reports are posted to the [project website](#).

USDA Forest Service (USDA FS). 1991. Amended Land and Resource Management Plan for the Grand Mesa, Uncompahgre, and Gunnison National Forests, Rocky Mountain Region.

USDA Forest Service (USDA FS). 2002. The White River National Forest Land and Resource Management Plan – 2002 Revision, Rocky Mountain Region.

USDA Forest Service (USDA FS). 2015. Oil and Gas Leasing on Lands Administered by the White River National Forest, Record of Decision and Final Environmental Impact Statement.

USDA Forest Service (USDA FS). 2023a. Thompson Divide Withdrawal Reasonably Foreseeable Development Report. Rocky Mountain Region, Lakewood, Colorado. 45 p.

USDA Forest Service (USDA FS). 2023b. Thompson Divide Withdrawal Mineral Potential Report. Rocky Mountain Region, Lakewood, Colorado. 116 p.

USDI Bureau of Land Management (USDI BLM). 1993. The Gunnison Resource Area, Record of Decision, Approved Resource Management Plan, and Rangeland Program Summary, Montrose District, Colorado.

USDI Bureau of Land Management (USDI BLM). 2015. Colorado River Valley Field Office, Record of Decision, Approved Resource Management Plan,

USDI Bureau of Land Management (USDI BLM). 2020. Uncompahgre Field Office Record of Decision and Approved Resource Management Plan. Uncompahgre Field Office, Montrose, Colorado.



VIA ELECTRONIC SUBMISSION

January ____, 2024

Chad Stewart
Forest Supervisor
Grand Mesa, Uncompahgre, and Gunnison National Forests
Chad.stewart@usda.gov

Scott Fitzwilliams
Forest Supervisor
White River National Forest
Scott.fitzwilliams@usda.gov

Re: Thompson Divide Withdrawal – Gunnison County’s Comments on the December 2023 Draft Environmental Assessment and Notice of No Significant Impact

Dear Supervisors Stewart and Fitzwilliams:

On behalf of the Board of County Commissioners of Gunnison County (“Gunnison County” or “County”) and as a Cooperating Agency, we submit the following comments to the United States Forest Service’s (“USFS’s” or “Forest Service’s”) draft Environmental Assessment (“EA”) and Finding of No Significant Impact (“FONSI”) for the Thompson Divide Withdraw proposed action (“Thompson Divide Withdraw”). Gunnison County reserves the right to submit additional or different comments as the planning process progresses and as a Cooperating Agency.

INTEREST OF GUNNISON COUNTY

Recognizing that public lands are an important part of the economy, health, and well-being of its citizens, Gunnison County has, throughout its history, promoted responsible use and enjoyment of USFS lands within its borders by the public, most often in cooperation with the USFS and other stakeholders. In addition, pursuant to Colorado law, the County retains, and exercises, authority to regulate land use planning, environmental quality, and protection of lands within its borders. *See, e.g.*, Colo. Rev. Stat. §§ 18-9-117, 29-20-101, 30-28-101 et seq., 30-11-107 et seq., 38-1-202, 42-1-102, 42-4-106, 43-1-217, 43-2-112, 43-2-201, 43-2-201.1; *Bd. of*

Cty. Comm'rs v. BDS Int'l, LLC, 159 P.3d 773, 785 (Colo. App. 2006); *Asphalt Paving Co. v. Bd. of Cty. Comm'rs*, 425 P.2d 289, 293 (Colo. 1967).

On October 27, 2023, USFS executed a Memorandum of Understanding with the County that both designated Gunnison County as a Cooperating Agency for the Thompson Divide Withdraw and recognized that the County:

[T]hrough 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.

See 24-MU-11020400-001 at 2.

COMMENTS ON THE DRAFT

Gunnison County provides the following comments on the draft EA and FONSI:

I. GUNNISON COUNTY SUPPORTS THE EA’S DESCRIPTION OF ALTERNATIVES AND FURTHER SUPPORTS SELECTION ALTERNATIVE A BY THE SECRETARY OF THE INTERIOR.

As a general matter, the County concludes that USFS has identified all appropriate alternatives for the proposed withdraw action, and hereby expresses its support for Alternative A – withdraw, up to 20 years all forms of entry, appropriation and disposal under federal public land and mining laws (subject to valid existing rights) the 224, 173 acres of land identified in the EA. As USFS is aware, on January 16, 2022, Gunnison County submitted comments to the Bureau of Land Management (“BLM”) regarding the proposed Thompson Divide withdraw.¹ As set forth in those comments:

The County support any measures that can be taken to enshrine as many public lands protections as possible in support of the goals of the CORE Act that fall within the Grand Mesa, Uncompahgre and Gunnison National Forests, and that portion of the proposed withdraw regarding the Thompson Divide furthers this objective. In addition, the inclusion of federal mineral interests surrounding the

¹ The January 16, 2022 comments are incorporated by reference within these comments as if fully set forth herein.

Mt. Emmons mine site furthers the County’s aim of reaching a permanent solution to the disposition of the issues surrounding that site consistent with the aforementioned MOUs. Finally, both the CORE Act and the Mt. Emmons mine proposed disposition enjoy broad community support within Gunnison County. Accordingly, as a general proposition, Gunnison County supports the proposed mineral withdraw.

See Jan. 16, 2022 ltr. from J. Houck to D. Vilsack at 3, *citing* Colorado Outdoor Recreation and Economy Act, House Resolution 823 (116th Congress). The County therefore comments that the EA and FONSI appropriately identify the proposed withdraw action as a viable and permissible alternative.

II. THE EA’S SOCIOECONOMIC ANALYSIS IS GENERALLY SOUND, BUT SHOULD BE MORE REFINED TO REFLECT THE IMPORTANCE OF THE TOURISM-BASED ECONOMY TO THE WITHDRAW AREA, AS WELL AS THE DECLINE OR ELIMINATION OF THE MINING ECONOMY IN THE WITHDRAW AREA.

In the County’s view, the USFS has, for the most part, engaged in an appropriately robust analysis of the socioeconomic effects of the proposed withdraw and Alternative A. This stated, the County suggests refinement of the EA to better reflect economic realities, particularly with regarding to the significant and beneficial economic impact that tourism and recreational use of the proposed withdraw area has on the citizens of Gunnison County and other implicated communities, as well as the rapid decline of mining as an economic driver in the subject area. In particular:

- The EA’s discussion of the socioeconomics of Garfield County, *see* EA at 6-7, 8-9, should further emphasize the fact that mining accounts for but 3.8 percent of that County’s employment, but tourism is **over four times greater** (nearly 17 percent), even less than Gunnison County (see below).
- The EA should reiterate and emphasize that mining employment comprises a minuscule amount of employment in Delta and Gunnison Counties, as it mostly surround work at the West Elk Coal Mine located in Gunnison County. *See id.* Further, missing from the discussion is the fact that there is likely a “vastly diminished role for coal in the U.S. by 2030[.]” *See* Feaster, Seth, “U.S. on Track to Close Half of Coal Capacity by 2026,” Inst. for Energy Econ. and Financial Analysis (April 2023) at 11, *available at* eefa.org/resources/us-track-close-half-coal-capacity-2026#. Accordingly, “For the mining companies that supply coal to power plants, **and the communities where mines are located**, this reduction in coal use signals **more lean years of restructuring and downsizing** are ahead, a trajectory that is becoming increasingly locked in.” *Id.* (emphasis added). The EA should therefore analyze and articulate the fact that mining, particularly coal, is both a small and diminishing part of the economies of the counties in the withdraw area.

- The discussion of the Mt. Emmons mine fails to include the separate and ongoing efforts by USFS to transfer the mine site property to private ownership in exchange for a conservation easement and extinguishment of the mine owner’s mineral interests, thus removing future mining from this portion of the Withdraw area even past the 20-year period contemplated by the proposed federal action. *See* Jan. 16, 2022 ltr. from J. Houck to D. Vilsack at 2-3.
- The EA should expressly reference the fact that the Mt. Emmons portion of the withdraw area is a popular winter recreation spot, particularly for backcountry skiing. *See* EA at 13.
- The County concurs with the EA’s conclusion that “[r]ecreation visitation in the withdraw application area over the next 20 years will likely increase and may lead to demand for tourism and recreation.” *See* EA at 26. However, the County suggests that the EA go further and acknowledge the distinct possibility that selection of Alternative A by the Secretary of Interior would increase recreation demand and opportunities due to the elimination of mining/recreational use conflicts during the withdraw period.
- The County concurs with the public finance impacts identified in the EA if Alternative A is selected, but suggests it would be helpful to break out and detail such impacts at the local government (county) level. Gunnison County strongly suspects that the economic effect on any individual county within the proposed withdraw area from lost mining or oil and gas tax revenue will be miniscule, and therefore believes it important that the EA highlight that fact.

CONCLUSION

Gunnison County appreciates the opportunity to provide the foregoing comments. As Chair of the Board of County Commissioners, the Board has authorized me to submit these comments on behalf of the Board.

Best regards,

Jonathan Houck
Chair
Gunnison County Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Presentation by County Attorney Matt Hoyt Regarding

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Presentation by County Attorney Regarding Colorado Open Meeting Law, Ex Parte Communications in Quasi-Judicial Proceedings, Conflicts of Interest, and Ethics

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:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 12/11/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/29/2023

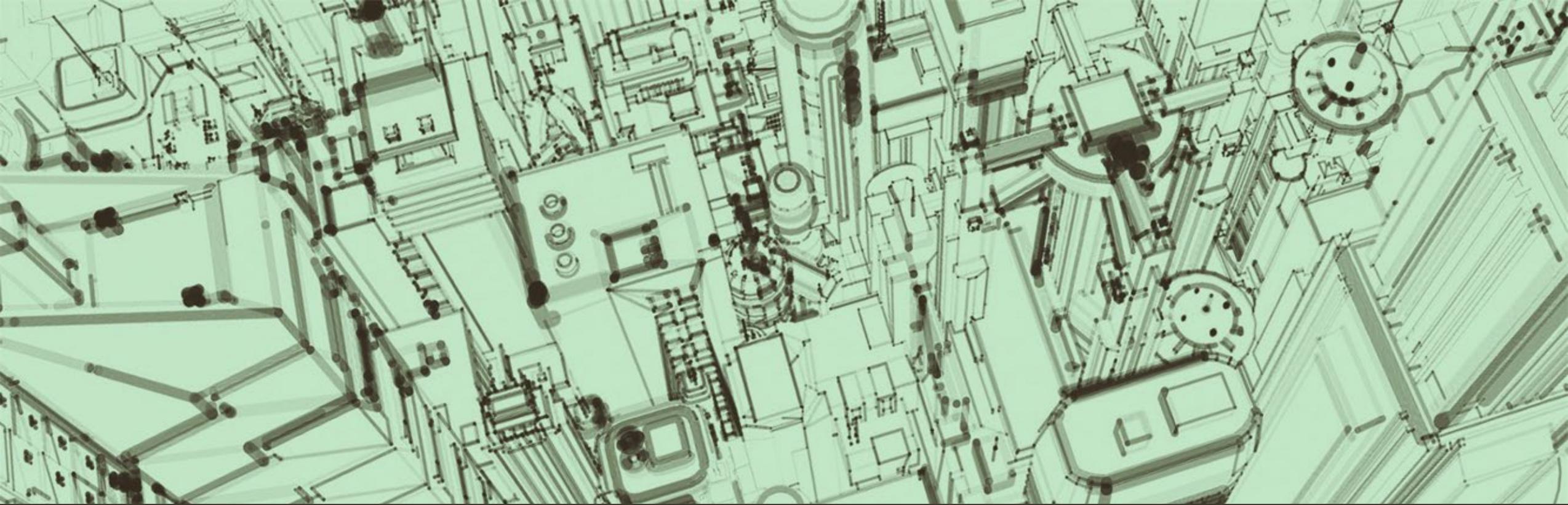
Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 1/2/2024



GUNNISON COUNTY COMMISSIONERS

January 2024 Training – Colorado Sunshine Law, *Ex Parte* Communications and Conflicts of Interest



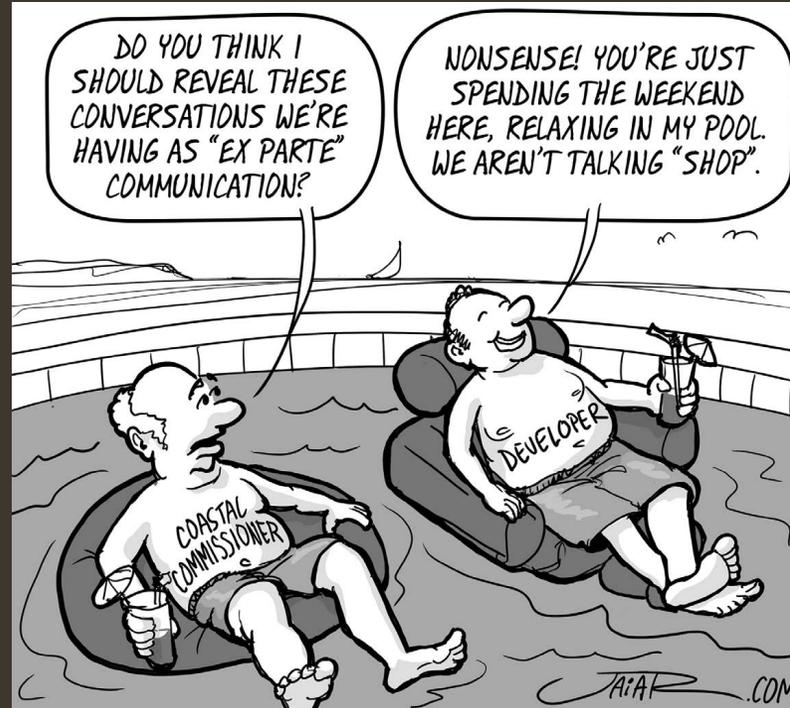
TOPICS

- Colorado Sunshine Law – the Open Meetings Law



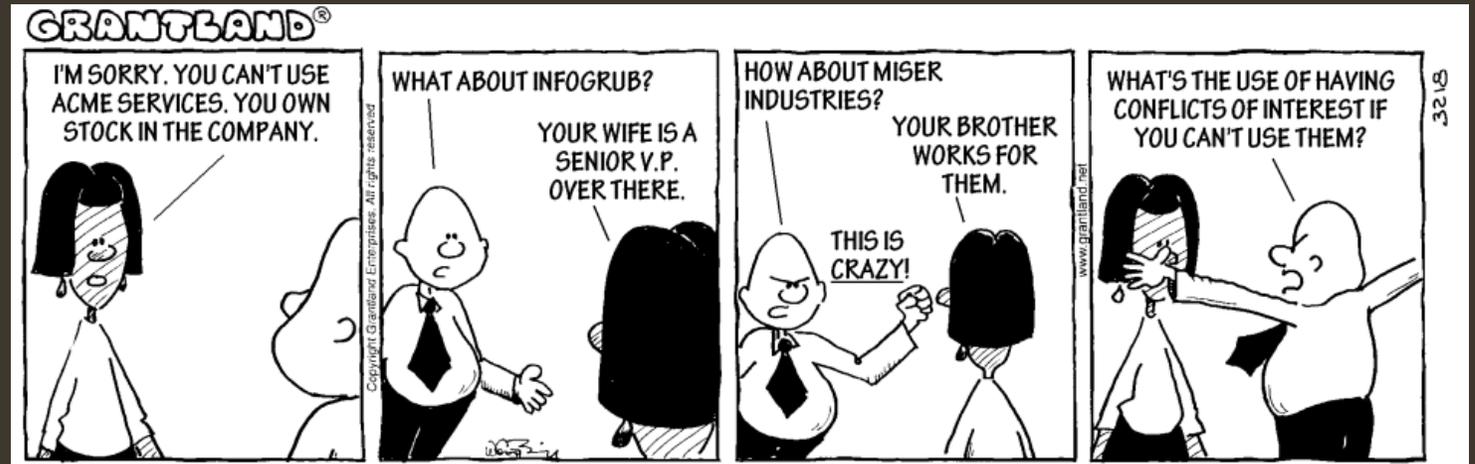
TOPICS

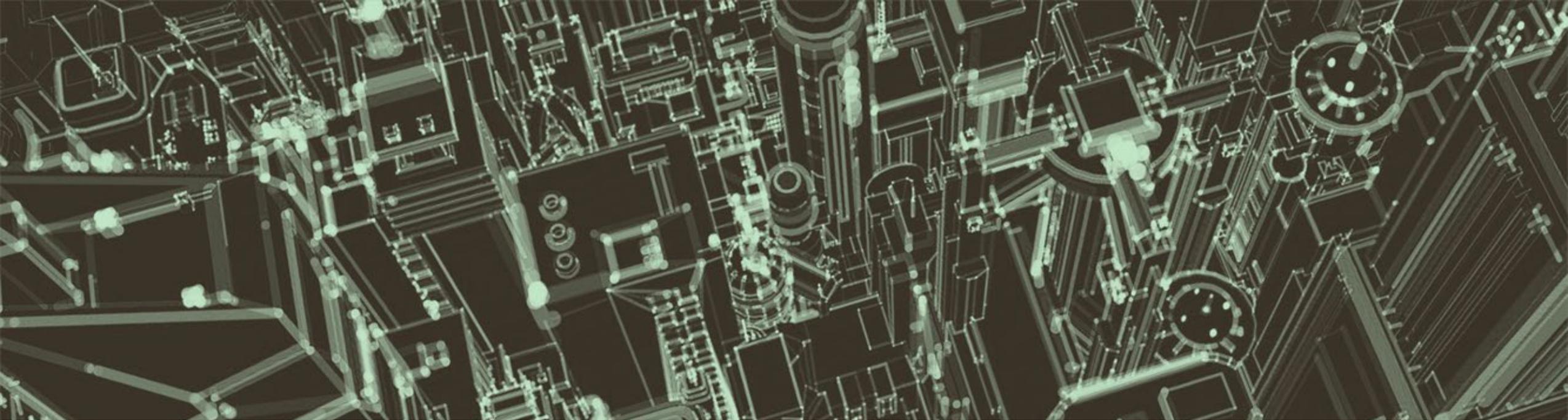
- *Ex Parte* Communications



TOPICS

- Conflicts of Interest





Colorado Open Meetings Law (OML)



Colorado Open Meetings Law

- C.R.S. §§ 24-6-401-402
- Law originated in citizen initiative known as the “Colorado Sunshine Act of 1972”

*“It is declared to be a matter of statewide concern and the policy of this state **that the formation of public policy is public business and may not be conducted in secret.**”¹*

¹ C.R.S. § 24-6-401 (emphasis added)

Colorado Sunshine Law – Open Meetings Law (OML)

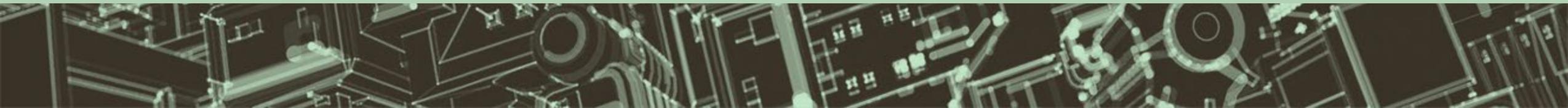
- Generally requires that all meetings of a quorum or three or more members (whichever is fewer) of any local public body, where public business is discussed or formal action taken, must be open to the public.
 - Meeting is broadly defined as gathering in person, by telephone, electronically or by other means of communication.
 - Meeting can only be held after full and timely notice to the public.
 - The Gunnison County Commission is a local public body.

Colorado Sunshine Law – Open Meetings Law (OML)

Local Body	Any board, commission, or other advisory decision-making body of a political subdivision of the state; or entity delegated governmental decision-making function
Subject to OML	If three or more members of the body (or two if two is a quorum) conduct business
Timely Notice	Notice must be publicly posted at least 24 hours prior to the meeting
Minutes	Must be taken and promptly recorded as well as open to public inspection
Executive Session	Must announce topic for discussion and cite to specific subpart of C.R.S. 24-6-402(4) Vote of 2/3 of quorum present required to enter executive session No formal action or adoption can take place in executive session Discussion electronically recorded UNLESS a privileged attorney-client communication
Attorney Client Privilege	Waived only by majority vote of the Commission, never by a single member All communication between CAO and Commission must remain confidential unless privilege waived



Ex Parte Communications



Ex Parte Communications

- Broadly defined as any written or verbal communication initiated outside of a regularly noticed public hearing between an official with decision-making authority and one or more of the parties, but not all of the parties, concerning a matter currently being considered or about to be considered by that official.
 - Seeks to influence or present information relating to the matter that the official will be deciding.
- Applicable in quasi-judicial actions involving a “determination of rights, duties, or obligations of specific individuals on the basis of the application of presently existing legal standards or policy considerations to past or present facts developed at a hearing conducted for the purpose of resolving the particular interest in question.”²
 - Gunnison County Commission determination on a Land Use Resolution (LUR) application is a quasi-judicial action – it bears many similarities to adjudicatory role performed by courts.

² *Cherry Hills Resort Development Company v. City of Cherry Hills Village*, 757 P.2d 622 (Colo. 1988).

Ex Parte Communications

- Improper because all applicants requesting a decision by a local body acting within the scope of its powers are entitled to Due Process:
 - 5th Amendment of the US Constitution – no person shall be deprived of “life, liberty or property without due process of law.”
 - 14th Amendment of the US Constitution – “nor shall any state deprive any person of life, liberty or property without due process of law.”
 - Colorado Constitution, Article II, Section 25 – “no person shall be deprived of life, liberty or property without due process of law.”
- Property rights are at question in land use applications so all three provisions above are applicable

Ex Parte Communications

PROCEDURAL DUE PROCESS

Minimum standards of fairness in process regarding land use regulations and actions

- (1) Right to notice and to be heard
- (2) County Commission obligation to adhere to statutory time requirements or deadlines
- (3) Regulations can't be uncertain or vague

SUBSTANTIVE DUE PROCESS

Advancement of legitimate government interests – related to public health, safety and welfare

- (1) Valid purpose for the regulation
 - (2) Means adopted to achieve the purpose must be substantially related to it
 - (3) Impact on individual property owner cannot arbitrarily or capriciously deprive them of legitimate use of property
-

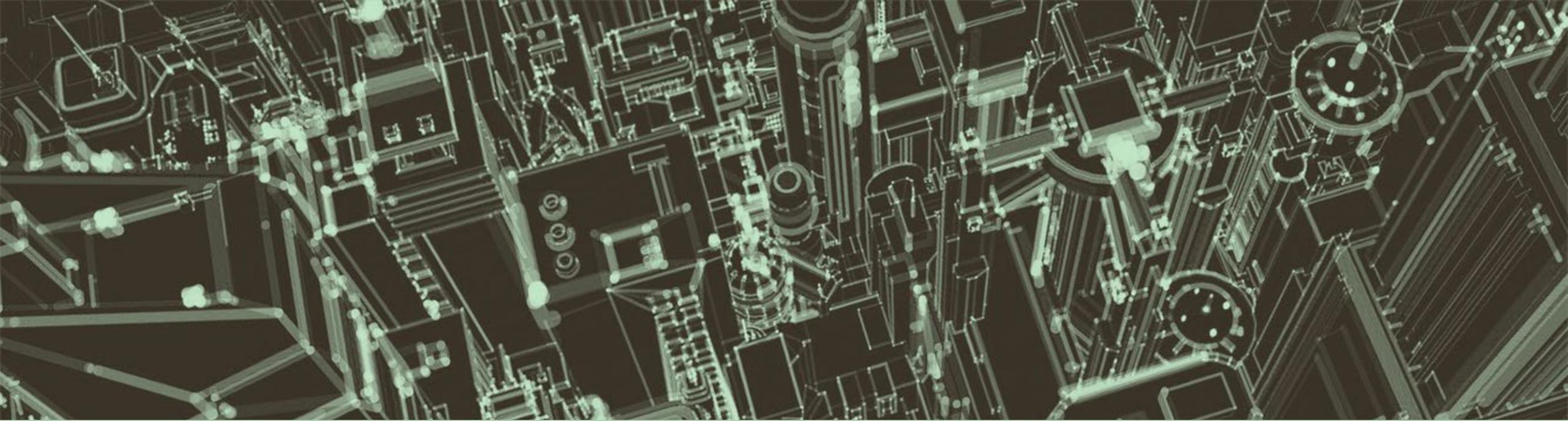
Ex Parte Communications

- Planning Commission is a quasi-judicial decision-making body and any *ex parte* communications related to applications pending or coming before you are improper because:
 - (1) Applications where property rights are determined require due process or that the matter be heard by an impartial body;
 - (2) Quasi-judicial decisions must be supported by facts and based upon evidence in the record which is only matters presented at the hearing, nothing outside of it;
 - (3) If parties are allowed to cross-examine the other side, they cannot cross-examine or question *ex parte* communications they were not a party to;
 - (4) If your decision is challenged, any *ex parte* communications could be grounds for reversing the decision.

Ex Parte Communications

Tips for Avoiding *ex parte* contacts (in-person, verbal, phone etc.)

- Stop the person and advise them you are sitting as a judge/adjudicator in the matter and cannot hear things outside of the hearing.
- Encourage participation in the public hearing by testimony or written submission.
- General policy discussions are unlikely to disqualify a commissioner, endanger due process or deprive applicant of a fair decision, but discussions about facts of a particular matter or a commissioner's decision on a specific question might fall into the realm of an *ex parte* communication.
- Disclose at the hearing and on the record about the contact, your response and whether you can make an impartial decision despite the contact.
- Consider if you should abstain or recuse yourself from voting on the matter.
 - Does the communication affect your impartiality, create an appearance of impropriety or create a conflict?



Conflicts of Interest



Conflicts of Interest

It is not a conflict of interest to have an opinion.

A conflict arises when you act on that opinion and personally benefit from it rather than putting the public interest first.

Colorado Code of Ethics §§ 24-18-101 – 24-18-113

C.R.S. § 24-18-101	Citizens in public office may face conflicts between their public duty and private interests
C.R.S. § 24-18-102(6)	Local government officials are elected or appointed officials of a local government
C.R.S. § 24-18-103(1)	Holding public office or employment is a public trust, created by the public's confidence in the integrity of officials or employees performing duties for the benefit of the people of the state
C.R.S. §§ 24-18-108.5(2), 24-18-109	A member of a local board, commission, council or committee shall not take official action that may have a direct economic benefit on a business or undertaking in which the member has a direct or substantial financial interest

Conflicts of Interest

- If a commissioner has a direct financial interest in a decision being made or an issue being resolved a certain way = CONFLICT OF INTEREST
- Steps to take if a CONFLICT OF INTEREST arises
 - (1) DISCLOSE the conflict
 - (2) ABSTAIN from voting
 - (3) DO NOT PARTICIPATE either by lobbying your fellow commissioners or speaking for/against as a public citizen

Conflicts of Interest*

IMPARTIALITY

Two council members help with petition opposing issuance of a permit for a massage parlor license

- Member A actively involved, wrote opinion piece in newspaper urging public to oppose
- Member B limited involvement with organizing the petition

- Member A's conduct is a conflict of interest and should disqualify self
- Member B's conduct does not amount to a conflict of interest and can participate and vote on the permit

FINANCIAL OR PROPERTY INTEREST

- Member of church on planning board that received an application for rezoning church land so it could be sold
- Member of planning board owned land abutting proposed subdivision application
- Councilman owned land on edge of reclassified property as cemetery/golf course

- Church member's indirect personal interest enough to disqualify
- Member must disqualify and can't vote
- Councilman's interest too remote and speculative and no need to disqualify

BUSINESS ASSOCIATIONS

- Applicant is personal accountant for zoning board member
- Member of zoning board owned land which was sold to applicant requesting variance from another body
- Planning board member also architect that could benefit from urban renewal project
- Applicant and planning commissioner both members at same golf club but no personal relationship

- Zoning board member must disqualify self
- Shouldn't participate even with no direct role
- Must disqualify as personal interest/gain
- No direct or indirect interest so no need to disqualify

APPEARANCE OF FAIRNESS

- Councilman votes against and then later for upzoning application, and 48 hours after upzoned acts as lawyer for developer
- Zoning board member testify against variance at planning commission, variance needed before zoning board can give subdivision approval

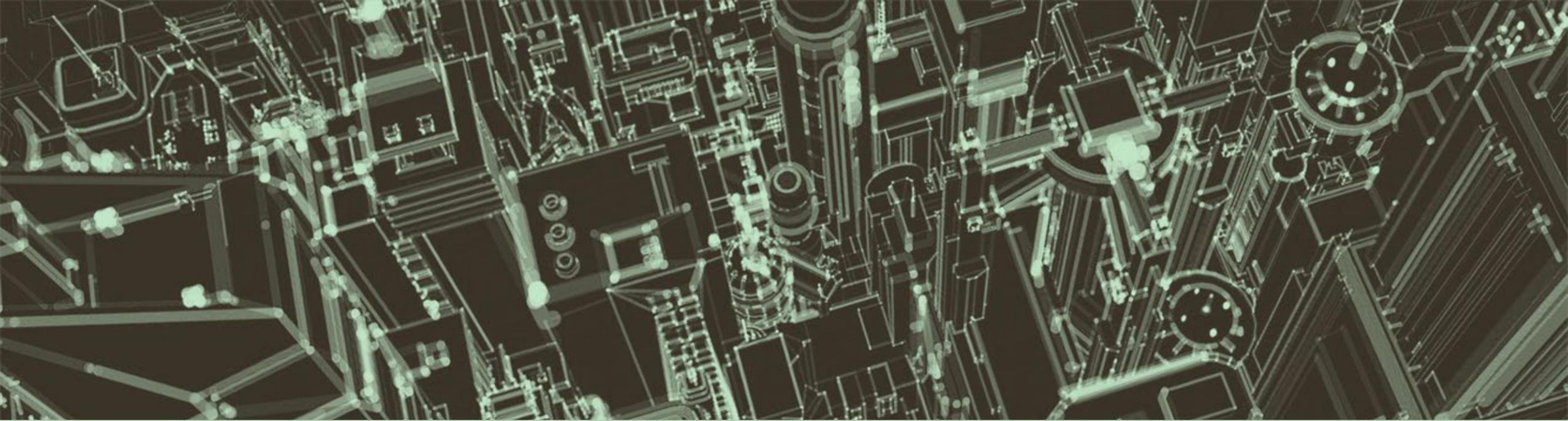
- Timing between vote and working as lawyer gave appearance of impropriety and was improper
- Zoning board member must disqualify even though no pecuniary gain

PERSONAL INTEREST OR ANIMOSITY

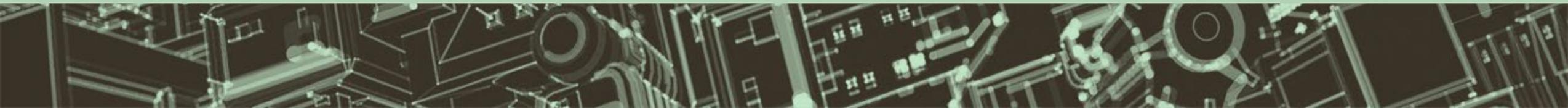
Not every interest will disqualify, instead the commission member must have an interest in the matter or a particularly personal relationship with a party

In order to disqualify, personal interest must lead to favoring or hostility towards one party or bias must imperil open-mindedness and fairness, evaluated by specific facts and on a case-by-case basis

* Case cites for examples found at *Memo RE: Conflicts of Interest* (April 16, 2021).



Thank you



Ethics

Gunnison County Attorney's Office January 2024

Authority for Ethics Rules

- ▶ Colorado Constitution Article XXIX, “Ethics in Government”
- ▶ C.R.S. 24-18-101, et. seq., “Colorado Code of Ethics”
- ▶ Gunnison County Ethics Principles
 - ▶ Gunnison County Employee Handbook Section 5-15
- ▶ Other ethics rules or regulations specific to professions (e.g., Attorney Code of Professional Conduct, licensing requirements for caseworkers)

Colorado Ethics Laws

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Colorado Code of Ethics

- ▶ “The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.” C.R.S. § 24-18-103(1).

Colorado Code of Ethics

- ▶ Colorado statute provides parameters for all government employees, including county employees
- ▶ Statute makes it illegal for government employees to breach the fiduciary duty owed to the people
- ▶ State statute covers:
 - ▶ Prohibition against the disclosure or use of confidential information
 - ▶ Limitation on gifts
 - ▶ Conflicts of interest (having financial interest in County business)
 - ▶ Prohibition against future employment that takes advantage of matters with which employees were directly involved

Colorado - Gift Ban

- ▶ Gift ban is set forth in Colo. Const. Art. XXIX and C.R.S. § 24-18-104, as well as IEC Position Statement 23-01 *et seq.*:
 - ▶ No acceptance of cash or loans of any amount
 - ▶ No acceptance of gifts worth more than \$75 that do not fall within an exception
 - ▶ No acceptance of gifts from lobbyists of any amount
- ▶ Prohibits gifts intended to persuade or reward government employees
- ▶ Includes gifts or things of value to spouse or dependent child
- ▶ Includes promises of future employment, favors or services, travel, entertainment, special discounts

Colorado - Gift Ban

- ▶ Gift ban does not include:
 - ▶ Campaign contributions
 - ▶ Unsolicited items of trivial value including pens, calendars, notepads, etc.
 - ▶ Gifts from relatives or personal friends on special occasions
 - ▶ Meal provided when you are asked to appear or speak
 - ▶ Expenses related to attendance at non-profit conference if you are presenting as part of the agenda
 - ▶ Normal compensation or incentive paid in course of employment

Colorado - Independent Ethics Commission

- ▶ Established by Colorado Constitution, Article XXIX, Section 5
- ▶ Five-member Commission
- ▶ Commission hears complaints, issues findings, assesses penalties, and issues advisory opinions for any ethics issue covered by state law.
- ▶ Anyone can submit complaints and Commission decides whether to investigate

Gunnison
County
Principles of
Ethical
Conduct

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Gunnison County Principals of Ethical Conduct

- ▶ Section 5-15 of Gunnison County Employee Handbook,
- ▶ *available at*
www.gunnisoncounty.org/DocumentCenter/View/6637/431-Gunnison-County-Employee-Handbook

Gunnison County Principals

- ▶ 1. Public service is a public trust, requiring employees to place loyalty to the Colorado Constitution, the laws, and ethical principles above private gain.
- ▶ 2. Employees shall not hold financial interests that conflict with the conscientious performance of duty.
- ▶ 3. Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
- ▶ 4. An employee shall not, except pursuant to such reasonable exceptions as are provided by regulation (see Section 5-6(c) for more information), solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
- ▶ 5. Employees shall put forth honest effort in the performance of their duties.
- ▶ 6. Employees shall make no unauthorized commitments or promises of any kind purporting to bind the Government.
- ▶ 7. Employees shall not use public office for private gain.
- ▶ 8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
- ▶ 9. Employees shall protect and conserve County property and shall not use it for other than authorized activities.
- ▶ 10. Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official County duties and responsibilities.
- ▶ 11. Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
- ▶ 12. Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those such as Federal, State, or local taxes that are imposed by law.
- ▶ 13. Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.
- ▶ 14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this order