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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 6, 2024

Page 1 of 3

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

GUNNISON COUNTY LOCAL MARKETING DISTRICT SPECIAL MEETING:

8:30 am

- Call to Order
- Tourism and Prosperity Partnership Appointments; Fill Two Vacancies for Three-Year Terms (2/1/2024 - 2/1/2027), and Fill One Vacancy for a Partial Term (2/6/2024 – 2/1/2026)
 - Applicants: Bill Ronai, Chris Miller, Kendal Rota
- Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:35 am

- Call to Order
- Alcohol Beverage License; Three Rivers Smokehouse, dba Three Rivers Smokehouse; Liquor License Number 03-06291; 4/17/2024 thru 4/17/2025
- Special Event Liquor Permit 1-2024; KBUT Radio; 3:00-11:00 pm, 3/7/2024 thru 3/7/2024
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:37 am

- Call to Order; Agenda Review
- Minutes Approval
 - a. September 5, 2023 Regular Meeting
 - b. October 3, 2023 Regular Meeting
 - c. January 23, 2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 - a. Lease Agreement; Bishop of Pueblo; Queen of All Saints Parish Hall, located at 401 Sopris Avenue, Crested Butte, CO 81224; Voter Service Polling Center during 2024 Election; 2/29/2024 thru 3/5/2024, 6/20/2024 thru 6/25/2024, and 10/31/2024 thru 11/5/2024; \$1,300
 - b. Amendment #1 to Sale and Purchase Agreement by and between Gunnison County and Runbeck Election Services, LLC; Extension of Contract from 11/25/2023 to 11/24/2027, and Replacement of Exhibit A
 - c. Professional Services Agreement; Crested Butte State of Mind; Behavioral Health Counseling and Navigation Services; 2/6/2024 thru 12/31/2024; Not to Exceed \$35,000
 - d. Sales Quotation; Tyler Technologies; Document Alert for IDM – Document Pro; \$7,500
 - e. Public Service Grant Agreement; City of Gunnison; Gunnison Hinsdale Early Childhood Council; \$14,000

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 6, 2024

Page 2 of 3

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

- f. Public Service Grant Agreement; City of Gunnison; Behind the Wheel; \$8,000
- g. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Conservation Advocates (HCCA) Representative Sue Navy
- h. Colorado Department of Transportation Highway Users Tax Fund Signature Page
- i. 2024-2025 Benefits Enrollment Center Agreement; National Council on Aging, Inc.; \$25,000
- j. Acknowledgment of County Manager Signature; Berkley Life and Health Insurance Company Stop Loss Insurance Application
- k. Request for Approval for Submission; Office of Health Equity, Health Disparities and Community Grant Program (HDCGP), Western Slope Communities Unite for Better Mental Health Project; \$199,722.80
- l. Amendment #5 to Plan Document Dated September 1, 2017 and Restated January 1, 2020; Gunnison County, Colorado Employee Medical Benefit Plan, Cost Plus Plan
- m. Professional Services Agreement; KSL Research, Training & Consultation, LLC; Secondary Trauma Train-the-Trainer; 2/28/20204 – 3/3/3027; \$13,971.20
- n. Participating Agreement between Gunnison County Colorado Government and the USDA, Forest Service Grand Mesa, Uncompahgre, and Gunnison National Forests; Noxious Weed Management
- o. Rocky Mountain Health Foundation Simple Gifts Grant Application; Gunnison County Health Coalition; \$10,000

8:45 am

- Draft Gunnison County Comments:
 - a. Resource Management Plan Amendment (RMPA) for Big Game Habitat
 - b. Gunnison Sage-Grouse Resource Management Plan Amendment, Draft Environmental Impact Statement, 87 Fed. Reg. 40262 (Jul. 6, 2022) [DOI-BLM-CO-0000-2022-0004-RMP-EIS]

9:00 am

- Gunnison County Sheriff's Awards

9:30 am

- Resolution Delegating to the County Manager Authority to Negotiate and Execute All Contracts, Agreements, Applications and Other Documents and Take All Actions on Behalf of Gunnison County Related to the Whetstone Property and the Whetstone Community Housing Development Project and Ratifying All Previous Actions Thereto

9:35 am

- Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision, LUC-22-00047

9:40 am

- Gunnison County Boards and Commissions Appointments:
 - a. Resolution Establishing the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations, This Resolution Supersedes Resolution No: 2019-17
 - b. Cemetery District Board; Fill One Vacancy for a Six-Year Term (2/1/2024 – 2/1/2031)
 1. Applicant: Shary Templeton
 - c. County Medical Health Officer;
 1. Applicant: Dr. John Tarr
 2. Professional Services Agreement; Dr. John Tarr; County Medical Officer; \$100/month
 - d. Environmental Health Board; Fill One Regular Vacancies for a Partial Term (2/6/2024 – 2/1/2025) and Fill Two Alternate Vacancies for One-Year Terms (2/1/2024 – 2/1/2025)

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 6, 2024

Page 3 of 3

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

1. Applicants: Brooke Ann Zanetell
- e. Extension Advisory Committee; Fill Three Vacancies for Three-Year Terms (2/1/2024 – 2/1/2027)
 1. Applicants: Melody Roper, Susan Wyman
- f. Gunnison Basin Sage-grouse Strategic Committee; Fill Two Vacancies for Two-Year Terms (Public At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Development At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill One Vacancy for a Two-Year Term (Recreation At-Large, Regular, 2/1/2024 – 2/1/2026), Fill One Vacancy for a Partial Term (Recreation At-Large Alternate, 2/6/2024 – 2/1/2025), Fill Two Vacancies for Two-Year Terms (Research & Education At-Large Regular, Alternate, 2/1/2024 – 2/1/2026)
 1. Applicants: Peter Caloger
- g. Gunnison Valley Land Preservation Board; Fill One Vacancy for a Four-Year Term (2/1/2024 – 2/1/2028)
 1. Applicants: Beverly Troxtell, Sandra Guerrieri, Ericka Bremer
- h. Library Board of Trustees; Fill Two Vacancies for Five-Year Terms (2/1/2024 – 2/1/2029)
 1. Applicants: Kerry Lefebvre, Paul Edwards; Heather Thiessen Reily
- i. Planning Commission; Fill One Vacancy for a Three-Year Term (Regular, 2/1/2024 – 2/1/2027), Fill Two Vacancies for One-Year Terms (Alternates, 2/1/2024 – 2/1/2025)
 1. Applicants: Catherine McBreen, Bill Barvitski, Eric Phillips
- j. Region 10; Fill Two Vacancies for One-Year Terms (Transportation, 2/1/2024 – 2/1/2025)
 1. Applicants: Colleen Hannon
- k. Sustainable Tourism & Outdoor Recreation Committee; Fill Four Vacancies for Two-Year Terms (At-Large, 2/1/2024 – 2/1/2026)
 1. Frank Stern, Andrew Sandstrom, Hedda Peterson, Kim Eastman, Kimberly Schappert, Dave Ochs, LB Mullin
- l. Western Regional EMS Council; Fill One Vacancy for a Four-Year Term (2/1/2024 – 2/1/2028)
 1. Applicant: Christian Malcolm

10:00 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- **Executive Session, pursuant to C.R.S. § 24-6-402(4)(b):** Conferences with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to legal issues surrounding requests for public records under the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq.
- **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=MjNDdTZHTFNrRVdDemZjdC91aVBIz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, December 21, 2023 8:34:48 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Chris Miller

Address PO Box 2376

City Crested Butte

Phone 409-553-1386

Email Address cmiller@nationsbest.net

Why would you like to serve on this Board or Commission? With my previous board experience, along with my desire to see progress in action, I believe I could provide assistance to the board in the oversight and management of the TAPP funds each year. I have years of experience of running businesses, managing people and processes, and growing top line and bottom line results. I have now lived in Gunnison County for over 6 years, and would love an opportunity to give back to our wonderful valley.

Additional Comments *Field not completed.*

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

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, November 14, 2023 7:24 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Tourism & Prosperity Partnership
First and Last Name	Bill Ronai
Address	P.O. Box 3250
City	Crested Butte
Phone	9705966710
Email Address	billronai9730@gmail.com
Why would you like to serve on this Board or Commission?	Having been involved with TAPP and the ICELab for the past five years, the most recent three as President of the TAPP Board, I am energized by the opportunities and challenges of the coming three years and onward. Consequently, I would like to apply for re-appointment to the TAPP Board.
Additional Comments	<i>Field not completed.</i>

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Saturday, January 6, 2024 11:17:05 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Kendal Rota

Address 16020 US Highway 50

City Gunnison

Phone 719-210-8678

Email Address Sapinerovillage@gmail.com

Why would you like to serve on this Board or Commission? I am passionate about serving my community. I have a vested interest in the tourism in our county since our family business caters to tourism.

Additional Comments I have been attending the TAPP meetings for the past year as a guest and feel that I could work well along with the other members.

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Three Rivers Smokehouse,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for Three Rivers Smokehouse

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/19/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/19/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/6/2024

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

**THREE RIVERS SMOKEHOUSE
dba THREE RIVERS SMOKEHOUSE
#130 COUNTY ROAD #742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-06291	License Expires at Midnight April 17, 2025
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 1/19/2024 AF

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

**ALCOHOL BEVERAGE LICENSE #03-06291
to sell/serve malt, vinous, spirituous liquor for (on the) premises
consumption in the County of Gunnison, Colorado.**

**THREE RIVERS SMOKEHOUSE
DBA THREE RIVERS SMOKEHOUSE
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 04.17.2024 - 04.17.2025

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

Kathy Simillion *1-19-2024* _____
Gunnison County Clerk Date Board of County Commissioners Date

Submit to Local Licensing Authority

**THREE RIVERS SMOKEHOUSE
 PO BOX 339
 Almont CO 81210**

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

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name THREE RIVERS SMOKEHOUSE		Doing Business As Name (DBA) THREE RIVERS SMOKEHOUSE	
Liquor License # 03-06291	License Type Hotel & Restaurant (county)		
Sales Tax License Number 29812613	Expiration Date 04/17/2024	Due Date 03/03/2024	
Business Address #130 COUNTY ROAD #742 Almont CO 81210			Phone Number 9706411303
Mailing Address PO BOX 339 Almont CO 81210		Email office@3riversresort.com	
Operating Manager Mark Schumacher	Date of Birth 3-11-53	Home Address 130 CO Rd 742 Almont CO 81210	Phone Number 970 641-1303
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

3RR Inc. Petition FMBL Lic. # 0523840002

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Mark Schumacher

Title

Pres./owner

Signature

[Handwritten Signature]

Date

1-9-24

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Juniata County

Date

1-11-2024

Signature

[Handwritten Signature]

Title

County Clerk

Attest

[Handwritten Signature]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 1-2024; KBUT Radio; 3:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Special event Liquor License for KBUT Radio

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/19/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/19/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/6/2024



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 1-2024

to sell/serve malt, vinous, and spirituous liquor for on-premises
consumption at 1599-501 Peanut Lake Road, Crested Butte, Colorado.

KBUT RADIO
PO BOX 308
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective: Day, 03.07. & 8. 2024 from 3:00 p.m. to 11:30 p.m.

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

Kathy Simillion 2-6-2024

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

Application for a Special Events Permit

Departmental Use Only

Received

1-18-2024

KQ

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |
- ☒ Public Radio

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	1-2024

1. Name of Applicant Organization or Political Candidate Crested Butte Mountain Educational Radio Inc. (KBUT Radio)	State Sales Tax Number (Required) 74-2325285
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) KBUT Radio P.O. Box 308 Crested Butte, CO. 81224	3. Address of Place to Have Special Event (include street, city/town and ZIP) CB Nordic Center -Yurt at Magic Meadows 1599-501 Peanut Lake Road (P.O. Box 1269) Crested Butte, CO. 81224
--	--

4. Authorized Representative of Qualifying Organization or Political Candidate Jackson Petito	Date of Birth 11/02/29	Phone Number 970-349-5225
---	----------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager KT Folz	Date of Birth 10/30/77	Phone Number 773-349-1136
------------------------------------	----------------------------------	-------------------------------------

Event Manager Home Address (Street, City, State, ZIP) 212 S. 11th Street, Unit 209, Gunnison, CO. 81230	Email Address of Event Manager kt@kbut.org
---	--

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number 05293840002
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
	03/07/24		03/08/24						
	From 3p.m.		From 3p.m.						
	To 11:30p.m.		To 11:30p.m.						
	To .m.		To .m.						
	To .m.		To .m.						
	To .m.		To .m.						

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature:	Title Events Director	Date 01/04/24
------------	---------------------------------	-------------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) Gunnison County	City or County <input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk 970-641-7641
Signature:	Title County Clerk	Date 1-18-2024

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

11:00 p.m. on the Event Date. Any CBNC equipment not returned will be treated as if it was held for an additional day.

5. **INSURANCE.** Tenant understands and agrees that CBNC's liquor liability insurance policy does not cover private Yurt events, including the rental under this Agreement. The Tenant is solely responsible for determining whether it requires a liquor liability insurance policy for the Event Date. In the event that Tenant secures a liquor liability insurance policy for the Event Date and the use of the Yurt, Tenant shall name CBNC as an additionally insured party under the policy.
6. **NONEXCLUSIVE CATERER.** Tenant has the right to utilize a caterer or chef of its choosing. CBNC can provide the name and contact information of its caterer, or other local caterers, upon request.
7. **INDEMNITY AND HOLD HARMLESS.** Tenant agrees that CBNC is not responsible for any personal property or other items brought to or into the Yurt or in the parking lots utilized to access the Yurt that are lost, stolen, damaged or otherwise lose value. Tenant specifically waives all claims against, and agrees to indemnify and hold harmless, CBNC, its agents, employees and assigns, from any and all claims, actions, loss or damage to any guest, vehicle, pet, equipment or other personal property, including any personal injury or death, that is related to or results from the use of the Yurt, areas adjacent to the Yurt, parking lots and Magic Meadows Yurt site or areas traversed to access the Yurt, unless said claim, loss or damage is the result of the intentional misconduct of CBNC, its employees, or agents.
8. **RETURN CONDITION:** Tenant agrees to return the Yurt and all CBNC equipment at the end of the Event Date in as good a condition as it was received. Tenant agrees that it shall compensate CBNC for any lost, stolen or damaged items of personal property resulting from this Rental Agreement.

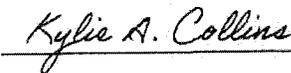
TENANT:
KBUT, a Colorado nonprofit organization



By: _____

Its: _____

CBNC:
Crested Butte Nordic Council, Inc., a
Colorado nonprofit corporation

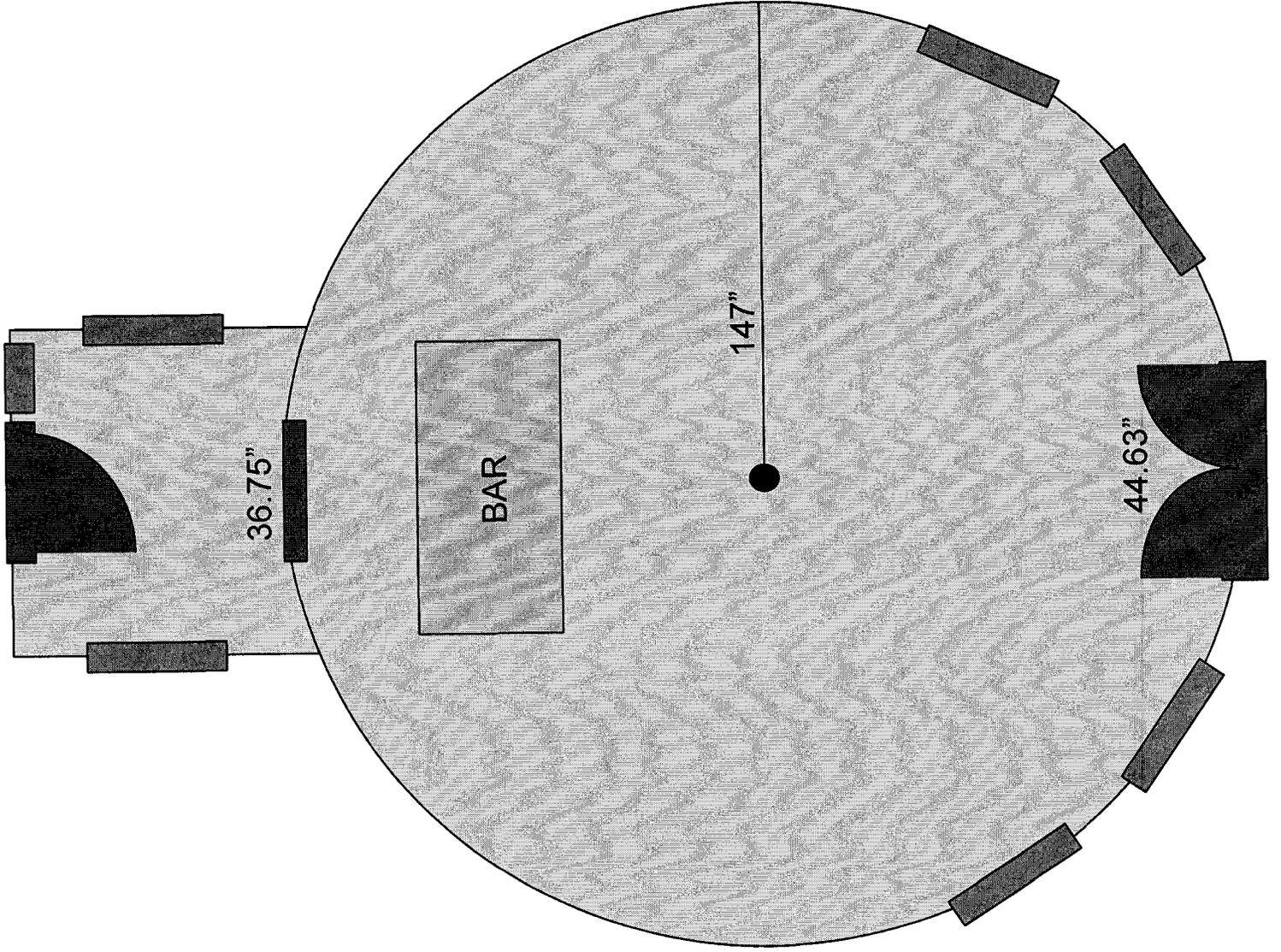


By: Kylie Collins

Its: Development and Communications
Director

windows

doorways





Yurt at Magic Meadows - Slate River Valley



Google

MAGIC MEADOWS YURT RENTAL AGREEMENT

This Magic Meadows Yurt Rental Agreement is between Crested Butte Museum (the "Tenant") and Crested Butte Nordic Council ("CBNC") for use of the Magic Meadows Yurt (the "Yurt") for a private event on March 7, 2024 and March 8, 2024 (the "Event Date").

1. The amount due as rent from the Tenant is \$2000.00 (the "Rent"). The Rent is due at the time of CBNC's reserving the Event Date for the Tenant.
 - a. The Tenant has the right to cancel this Rental Agreement at any time.
 - b. In the event of a cancellation more than two (2) weeks in advance of the Event Date, the Tenant shall receive a refund of the Rent, less a \$100.00 cancellation fee.
 - c. If a cancellation occurs within two (2) weeks of the Event Date, the Tenant agrees that it shall receive no refund.
2. In exchange for the Rent, the Tenant receives:
 - a. Exclusive use of the Yurt for the Event Date beginning at noon on the Event Date for setup, and through 10:00 p.m. on the evening of the Event Date, plus up to two (2) hours of clean-up time after 10:00 p.m. on the Event Date (the "Rental Period").
 - b. Up to three (3) snowmobile round-trips to move staff and equipment to and from the Yurt during the Rental Period. No snowmobile shall transport guests of the Tenant except in the event of an emergency.
 - c. Use of equipment during the Rental Period at the Yurt owned by the CBNC, including seven (7) 3' x 3' tables, two (2) 3' x 6' tables, forty (40) chairs, and Yurt dishes and cutlery (water goblets, wine glasses, mugs, bread plates, salad plates, soup bowls, dinner plates, dinner forks, salad forks, soup spoons, and steak knives).
 - d. Support from the CBNC Yurt Manager during the Rental Period.
 - e. Expansion of the time and frequency of the services described herein is available at an additional charge.
3. The Tenant shall not exceed the maximum occupancy of the Yurt, which is forty (40) persons seated and sixty-five (65) persons standing.
4. The Tenant and its guests may rent Nordic ski equipment from CBNC. In that event, Tenant agrees that any Nordic ski equipment shall be returned to the Nordic Center by

11:00 p.m. on the Event Date. Any CBNC equipment not returned will be treated as if it was held for an additional day.

5. **INSURANCE.** Tenant understands and agrees that CBNC's liquor liability insurance policy does not cover private Yurt events, including the rental under this Agreement. The Tenant is solely responsible for determining whether it requires a liquor liability insurance policy for the Event Date. In the event that Tenant secures a liquor liability insurance policy for the Event Date and the use of the Yurt, Tenant shall name CBNC as an additionally insured party under the policy.
6. **NONEXCLUSIVE CATERER.** Tenant has the right to utilize a caterer or chef of its choosing. CBNC can provide the name and contact information of its caterer, or other local caterers, upon request.
7. **INDEMNITY AND HOLD HARMLESS.** Tenant agrees that CBNC is not responsible for any personal property or other items brought to or into the Yurt or in the parking lots utilized to access the Yurt that are lost, stolen, damaged or otherwise lose value. Tenant specifically waives all claims against, and agrees to indemnify and hold harmless, CBNC, its agents, employees and assigns, from any and all claims, actions, loss or damage to any guest, vehicle, pet, equipment or other personal property, including any personal injury or death, that is related to or results from the use of the Yurt, areas adjacent to the Yurt, parking lots and Magic Meadows Yurt site or areas traversed to access the Yurt, unless said claim, loss or damage is the result of the intentional misconduct of CBNC, its employees, or agents.
8. **RETURN CONDITION:** Tenant agrees to return the Yurt and all CBNC equipment at the end of the Event Date in as good a condition as it was received. Tenant agrees that it shall compensate CBNC for any lost, stolen or damaged items of personal property resulting from this Rental Agreement.

TENANT:
KBUT, a Colorado nonprofit organization

CBNC:
Crested Butte Nordic Council, Inc., a
Colorado nonprofit corporation

Kylie A. Collins

By: _____

By: Kylie Collins

Its: _____

Its: Development and Communications
Director

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO, INC.

is a

Nonprofit Corporation

formed or registered on 01/23/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871554227 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2024 that have been posted, and by documents delivered to this office electronically through 01/15/2024 @ 14:10:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/15/2024 @ 14:10:10 in accordance with applicable law. This certificate is assigned Confirmation Number 15654356 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 9/5/2023 BOCC Meeting Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The corrected draft 9/5/2023 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/6/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 5, 2023**

The September 5, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF EQUALIZATION:

CALL TO ORDER: Commissioner Houck called the Gunnison County Board of Equalization meeting to order at 8:30 am.

2023 GUNNISON COUNTY ASSESSOR REPORT - REAL AND PERSONAL PROPERTY APPEAL PERIOD: County Assessor Kristy McFarland was present for discussion, and she informed the Board that the first billion-dollar property has been assessed in Gunnison County. In 2023, there were 1,745 real property appeals, of which 566 were adjusted, and there were four personal property appeals, all of which were adjusted. Approximately \$1,197,000,000 of property was assessed, which is the highest to date for Gunnison County. CA McFarland provided information relevant to Proposition H for Board review, and she opined that her office is seeing fewer appeals due to improved record keeping. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the report from the Assessor and the Assessor's Office as presented this morning. Motion carried unanimously. The upcoming schedule of hearings, deadlines and procedures were explained.

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of Equalization meeting at 8:41 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Commissioner Houck called the Gunnison County Local Liquor Licensing Authority to order at 8:41 am.

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

1. Alcohol Beverage License #03-14906; Almont FBF Holdings, LLC, dba Almont Resort, 10209 Hwy 135, Almont, CO; 9/29/2023 – 9/29/2024
2. Alcohol Beverage License #04-01630; Harmels Operation, LLC, dba Harmels Ranch Resort, 6748 County Road 774, Almont, CO; 11/15/2023 – 11/15/2024

ADJOURN: Commissioner Houck adjourned the Gunnison County Local Liquor Licensing Authority at 8:42 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:42 am.

AGENDA REVIEW: There were no changes made to the agenda.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Grant Contract; 2023 Community Foundation of the Gunnison Valley Community Grant Award; American Legion Post 54 Accessible Restroom; 7/1/2023 – 5/31/2024; \$7,000
2. Community Services Block Grant; Colorado Department of Health and Human Services; Community Needs Assessment and Community Action Plan; 2024-2026; \$67,190
3. Region 10 Area Agency on Aging; Partial Support of Senior Resources Specialist Position; 7/1/2023 – 6/30/2024; \$33,464
4. Contract Amendment #3 to 24 QAAA 186098; Colorado Department of Early Childhood; SFY 2024; \$69,694
5. Acknowledgement of County Manager Signature; Modification #1, Emergency Facilities and Land Use Agreement; USDA – Grand Mesa, Uncompahgre & Gunnison National Forests; Lowline Fire Incident #CO-GMF-000176; Use of Fairground Facilities, located at 275 S. Spruce Street, Gunnison, CO; 8/8/2023; Not to Exceed \$50,000

6. Acknowledgment of County Manager Signature; Contract Renewal Request Form, Multifamily Section 8 Contracts and Owner's Certification as to Compliance with Tenant Comment Procedures in 24 CFR 245; US Department of Housing and Urban Development; Mountain View Apartments
7. Federal Aviation Administration Airport Improvement Program, FY 2023 Airport Improvement (AIP) Grant Agreement; Grant Number 3-08-0030-063-2023; \$1,000,000 Federal Aviation Administration Maximum, \$55,555 Colorado Department of Transportation, \$55,556 Gunnison County Obligation
8. Re-Approval Following Budget Reallocations without Change to Total Dollar Amount; Colorado Department of Human Services Behavioral Health Administration Contract 24 IBEH 183800; Prevention of People with Behavioral Health Disorders Becoming Involved or Further Penetrating into the Criminal Justice System; Through 6/30/2024; \$721,511

COUNTY MANAGER'S REPORTS:

1. Marble and Somerset Site Visits Follow-up. CM Birnie informed the Board that Assistant County Manager for Public Works Martin Schmidt has been in touch with CDOT and Colorado State Patrol to follow up on some speed-signage and related requests brought forward during the Somerset visit. As well, he has been in touch with a Marble Trustee about the jail building, and he will request action on the next Board agenda after he has had time to formulate a recommendation. Lastly, air-quality issues were raised related to the mine, and CM Birnie said he would find out more information for the Board about the air quality and any mines that are burning.
2. Sawtooth Project Update. CM Birnie informed the Board that the project will exceed the September completion target due to timing issues that are outside of the County's control. The move-in date is still fluid, though he stated that it will be fully rented as soon as the units are available.

RESOLUTION; ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS AS A RESULT OF THE 2020 FEDERAL CENSUS: Geographic Information Systems Manager Mike Pelletier was present for discussion. Commissioner Houck noted that a resolution to define the commissioner districts is required every 10 years, and that each commissioner has expressed support for the content of the resolution up for adoption. The relevant public hearing was held on 7/18/2023. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2023-18, a Resolution Establishing the Districts of Gunnison County Commissioners as a Result of the 2020 Federal Census. Motion carried unanimously. Commissioner Houck thanked GISM Pelletier for his work bringing this forward.

GUNNISON COUNTY GROOMING PERMIT FOR WINTER ON KEBLER PASS ROAD; GUNNISON SNO TRACKERS; REQUEST FOR WAIVER ON MINIMUM INSURANCE LIABILITY REQUIREMENT:

Commissioner Houck summarized Sno Trackers' insurance-waiver request. Sno Trackers can obtain a \$1M liability insurance policy, and requests to maintain only that level of coverage. However, the County's contracts require \$1.2M, as set by statute and increased periodically by the Secretary of State. CA Hoyt stated that this is a risk-management decision, because the County might be exposed when a claim is filed. CM Birnie noted that another similar request is expected to be submitted by another entity doing similar work. The Board agreed that risk to the County was low, since Sno Trackers has a long history of working with the County without incurring any claims. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Gunnison County Grooming Permit for winter on Kebler Pass Road for Gunnison Sno Trackers and acknowledges the request for waiver on minimum insurance liability requirement. Motion carried unanimously.

COLORADO COUNTIES, INC. LEGISLATIVE COMMITTEE COMMISSIONER DESIGNATION FORMS; 1) FOR ASSISTANT COUNTY MANAGER FOR HEALTH, HUMAN AND SAFETY SERVICES JONI REYNOLDS TO SERVE ON THE LEGISLATIVE COMMITTEE TO VOTE ON 2024 LEGISLATIVE PRIORITIES, AND 2) COMMISSIONER DESIGNATION: Assistant County Manager for Health, Human and Safety Services Joni Reynolds was present for discussion.

Commissioner Houck explained that the Board customarily designates ACM Reynolds to serve as the proxy on the Health and Human Services committee for the whole session. By the end of September, the Board also needs to designate a commissioner and an alternate to vote on behalf of the Board during the October 6th meeting in Denver. A work session will take place prior to the 10/6 meeting so that the Board can come to consensus on priorities. **Moved** by Commissioner Houck, seconded by Commissioner Smith to designate Assistant County Manager for Health, Human and Safety Services Joni Reynolds to serve on the legislative committee to vote on 2024 legislative priorities on behalf of Gunnison County, and that for the October 6th meeting, we designate Jonathan Houck as the voting member and Laura Puckett Daniels as our alternate for that specific meeting. Motion carried unanimously.

LETTER OF SUPPORT; COLORADO WATER TRUST GRANT APPLICATION TO THE COLORADO WATER CONSERVATION BOARD; COLLIER DITCH INFRASTRUCTURE AND FLOW BYPASS IMPROVEMENT GRANT APPLICATION; PROJECT TIMELINE: OCT 2023 – NOV 2023; \$426,500 TOTAL PROJECT COST, \$50,000 GRANT REQUEST:

The Board discussed the information available in their meeting packet and agreed this request was in line with the County's water-quality and water-quantity goals. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the letter of support for the Colorado Water Trust Grant Application to the Colorado Water Conservation Board. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT: No one from the public was present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Gunnison Basin Sage-grouse Strategic Committee. The Committee submitted a successful grant application to Colorado Parks and Wildlife for human-bear conflict mitigation. Funds awarded will be used for bear-proof waste containers that will help to avoid attracting predators of grouse nests. Commissioner Smith stated that this collaborative project with many anticipated benefits.
2. Opioid Abatement Conference. Commissioner Smith attended this recent event in Montrose, and she stated that it went very well. Regional, statewide and national data research and analysis was discussed during the conference. She also toured the mental-health crisis center while there, and she was impressed with the operation.
3. Upper Gunnison River Water Conservancy District. Commissioner Smith attended a meeting with the District last week. Becky Mitchell, Colorado Commissioner for the Upper Colorado Basin, was also in attendance and gave a presentation. Commissioner Smith stated that Ms. Mitchell is passionate about her position and the work that she does.
4. Colorado Counties, Inc. (CCI) Executive Director Search. Commissioner Smith indicated that she would be leaving for Denver after the meeting was adjourned. The pre-selection committee has additional interviews scheduled and hopes to provide a choice of three candidates to the CCI Board of Directors.
5. Club 20 Fall Conference. Commissioner Smith stated that she intends to attend this upcoming conference in Grand Junction.
6. Crystal River Stakeholder Meeting. Commissioner Smith attended the meeting last month in Marble, and the next meeting is scheduled for 9/18/2023. Educational priorities have been refined, and a series of webinars will be created to reflect those priorities. The group is also pursuing a consensus-based process with a super-majority vote option if consensus cannot be reached. An October summit will further the progress.

Commissioner Puckett Daniels:

1. Marble and Somerset Meetings. Commissioner Puckett Daniels noted that she attended these meetings and is grateful to be getting returning to normal after her automobile accident.
2. Sustainable Tourism and Outdoor Recreation (STOR) Committee. Commissioner Puckett Daniels stated that she is working with Assistant County Manager for Community and Economic Development Cathie Pagano on the STOR Committee's strategic planning process.
3. Gunnison Valley Regional Housing Authority. Commissioner Puckett Daniels stated that the Colorado Sun has provided good coverage of the issue at Frontier Land Mobile Home Park and the resulting displacements. Approximately 50 persons were displaced, and most have since found temporary housing. She also indicated that the GVRHA is currently going through the budgeting season, and a subcommittee will begin working on an executive director evaluation process. She asked to speak with CM Birnie about her thoughts in a separate meeting to gather his insight.
4. Colorado Peace Officers Standards and Training Board. Commissioner Puckett Daniels continues to serve on this Board, and the Governor has now appointed her as local-government representative due to her service on the BOCC. She originally served as a community member prior to becoming a Gunnison County commissioner.

Commissioner Houck:

1. Gunnison Sage-grouse RMPA. Commissioner Houck continues to work with Jim Cochran on this effort to ensure that the RMPA supports the County's long-standing commitment to protection of the species.

BREAK: The meeting recessed from 9:44 until 10:49 am.

EXECUTIVE SESSION, PURSUANT TO C.R.S. SEC. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS 2023 REVISED LAND MANAGEMENT PLAN ENVIRONMENTAL IMPACT STATEMENT AND RECORD OF DECISION: **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to go into executive session pursuant to Colorado Revised Statute Section 24-6-402(4)(B) Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the Purpose of Receiving Legal Advice Related to the USDA, US Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests 2023

Revised Land Management Plan EIS Statement and Record of Decision; because this is with the Attorney, there will be no contemporaneous record kept of the discussion; those in the executive session will be the full Board of County Commissioners, the County Attorney and the County Manager. Motion carried unanimously.

The board went into executive session at 9:44 am. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 10:49 am. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to come out of executive session, the participants in the executive session were consistent with those read into the record, we stayed on topic, and any direction that we have will be given once we are outside of executive session. Motion carried unanimously.

Commissioner Houck thanked CA Hoyt for his legal perspective. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to delegate to Jonathan (Houck) and to Matthew Hoyt, our County Attorney, to tender objections to the Forest Plan and to pursue those objections. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of County Commissioners meeting at 10:53 am.

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-18**

**A RESOLUTION ESTABLISHING THE DISTRICTS OF GUNNISON COUNTY COMMISSIONERS
AS A RESULT OF THE 2020 FEDERAL CENSUS**

WHEREAS, Colorado Revised Statute § 30-10-306(1), as amended, provides that each county shall be divided into three compact districts by the Board of County Commissioners of the County of Gunnison, Colorado ("Board"); and

WHEREAS, Colorado Revised Statute § 30-10-306(4), as amended, provides that, after each federal census of the United States, each district shall be established, revised, or altered to assure that such districts shall be as nearly equal in population as possible based on such census and shall be completed by September 30 of the second odd- numbered year following such census; and

WHEREAS, the United States Bureau of the Census has completed the 2020 federal census, therefore requiring the Board to complete the revision or alteration of Gunnison County Commission districts on or before September 30, 2023; and

WHEREAS, Colorado Revised Statute § 30-10-306(5), as amended requires the Board of County Commissioners of the County of Gunnison, Colorado to conduct a public hearing on the proposed district boundaries at least thirty (30) days before adopting a resolution to change such boundaries; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado conducted such public hearing on July 18, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has considered information and data received from the United States Bureau of the Census for the 2020 census and has, in addition, considered comments and input received at the aforementioned public hearing on the question of commissioner district boundaries;

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

Section 1:

Commissioner's District 1 is hereby declared to be that portion of Gunnison County lying south and west of a line commencing at the point of intersection of the western-most boundary of Gunnison County with the Third Standard Parallel South, which is also the northern-most boundary of Township 51 North and the southern-most boundary of

Township 15 South;

Thence running along said line east to the boundary between Range 87 West and Range 88 West of the Sixth Principal Meridian;

Thence north along said boundary line to the southern-most boundary of Township 14 south;

Thence east along said line to the point of intersection with the Ohio Creek Road, being County Road #730, said point of intersection being located at or near the northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian; Thence along the centerline of Ohio Creek Road in a southeasterly direction to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of Elizabeth Avenue in the City of Gunnison;

Thence west along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Pine Street;

Thence south along the centerline of Pine Street to the point of intersection with the centerline of Leroy Avenue;

Thence west along the centerline of Leroy Avenue to the point of intersection with the centerline of Spruce Street;

Thence south along the centerline of Spruce Street to the point of intersection with the centerline of Arthur Avenue

Thence west along the centerline of Arthur Avenue to the point of intersection with the centerline of 12th Street;

Thence south along the centerline of 12th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 10th Street;

Thence south along the centerline of 10th Street to the point of intersection with the centerline of Railroad Avenue;

Thence southwesterly along the centerline of Railroad Avenue to the point of intersection with the centerline of South 8th Street;

Thence north along the centerline of South 8th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence west along the centerline of Rio Grande Avenue to the point of intersection with the centerline of U.S. Highway #50;

Thence westerly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Gold Basin Road, being County Road #38;

Thence in a southerly direction along the centerline of Gold Basin Road, being County Road #38 extended, extended to the point of intersection with the boundary between Gunnison County and Saguache County.

Section 2:

Commissioner's District 2 is hereby declared to be that portion of Gunnison County lying east and south of a line commencing at the point of intersection between the boundary of Gunnison County and Saguache County with the centerline of Gold Basin Road, being County road #38 extended;

Thence northerly along the centerline of Gold Basin road extended to the point of intersection with the centerline of U.S. Highway #50;

Thence easterly along the centerline of U.S. Highway #50 to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of South 8th Street ;

Thence south along the centerline of South 8th Street to the point of intersection with the centerline of Railroad Avenue;

Thence northeasterly along the centerline of Railroad Avenue to the point of intersection with the centerline of 10th Street;

Thence north along the centerline of 10th Street to the point of intersection with the centerline of Rio Grande Avenue;

Thence east along the centerline of Rio Grande Avenue to the point of intersection with the centerline of 12th Street;

Thence north along the centerline of 12th Street to the point of intersection with the centerline of Arthur Avenue;

Thence east along the centerline of Arthur Avenue to the point of intersection with the centerline of Spruce Street;

Thence north along the centerline of Spruce Street to the point of intersection with the centerline of Leroy Avenue;

Thence east along the centerline of Leroy Avenue to the point of intersection with the centerline of Pine Street;

Thence north along the centerline of Pine Street to the point of intersection with the centerline of Elizabeth Avenue;

Thence east along the centerline of Elizabeth Avenue to the point of intersection with the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of County Road #730 to the intersection of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" the location of which is referenced in the documents identified in Appendix "A" attached hereto and incorporated herein;

Thence northerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road; to the intersection of the centerline of Colorado State Highway #135;

Thence north along the centerline of Colorado State Highway #135 to the point of intersection with the centerline of the road known as Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence easterly along the centerline of Jack's Cabin Cutoff to the point of intersection with the centerline of Taylor River Road, being County Road/Forest Route #742;

Thence easterly along the centerline of Taylor River Road to the point of intersection with the centerline of Cottonwood Pass Road, being Forest Route #209;

Thence easterly along the centerline of Cottonwood Pass Road to the point of intersection with the Continental Divide, which is also the eastern boundary of Gunnison County.

Section 3:

Commissioner's District 3 is hereby declared to be that portion of Gunnison County lying north of a line commencing at a point on the easterly boundary of Gunnison County where the County line intersects with the centerline of the Cottonwood Pass Road, being Forest Route #209;

Thence westerly along the centerline of the Cottonwood Pass Road to the point of intersection with the centerline of the Taylor River Road, being County Road/Forest Route #742;

Thence westerly along the centerline of the Taylor River Road to the point of intersection with the road known as the Jack's Cabin Cutoff, being County Road/Forest Route #813;

Thence westerly along the centerline of the Jack's Cabin Cutoff to the point of intersection with the centerline of Colorado State Highway #135;

Thence south along the centerline of Colorado State Highway #135 to the point of intersection of the centerline of County Road #749 also known as Alkali Road;

Thence east along the centerline of County Road #749 also known as Alkali Road to that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A";

Thence southerly along that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line", the location of which is referenced in the documents identified in Appendix "A", to the point of intersection of the centerline of County Road #730 also known as Ohio Creek Road;

Thence northwesterly along the centerline of the Ohio Creek Road to the point of intersection with the southern boundary of Township 14 South, which point of intersection is located at the approximate northwest corner of Section 1, Township 15 South, Range 87 West of the Sixth Principal Meridian;

Thence west along the southern boundary of said Township 14 South to the point of intersection with the boundary line between Range 87 west and Range 88 West of the Sixth Principal Meridian;

Thence southerly along said boundary line to the third Standard parallel South, which is the boundary line between Township 51 North and Township 15 South;

Thence west along the Third Standard parallel to the point of intersection with the western- most boundary of Gunnison County.

Section 4:

The Chairperson of the Board of County Commissioners of the County of Gunnison, Colorado is hereby authorized to affix his signature upon one or more maps of Gunnison County or portions thereof depicting the location of the above-described boundary lines of commissioners' districts for Gunnison County also identified in Appendix "B" attached hereto and incorporated herein.

Section 5:

The Board of County Commissioners of the County of Gunnison, Colorado hereby finds that the above-described commissioners' districts are as compact and as nearly equal in population as possible, in accordance with Colorado law.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 5th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

APPENDIX "A"

The location of that portion of the "Skito to Crested Butte Tri-State 115 kV Transmission Line" is identified in the following documents:

1. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 471; and
2. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 385 at page 476; and
3. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 191; and
4. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 196; and
5. Easement, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 200; and
6. Right of Way No: 1641, Book 16, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado in Book 387 at page 485; and
7. U.S. Department of Agriculture, Forest Service Special-Use Permit No: OUR- 400601.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 10/3/2023 BOCC Meeting Minutes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 10/3/2023 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/6/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
October 3, 2023**

The October 3, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson (Remote)
Liz Smith, Vice-Chairperson (Acting Chair)
Laura Puckett Daniels, Commissioner
Assistant County Manager for Public Works Martin Schmidt

Matthew Birnie, County Manager (Absent)
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Commissioner Smith called the Gunnison County Local Liquor Licensing Authority meeting to order at 8:30 am.

CONSENT AGENDA: Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve Alcohol Beverage License #42-95237 for 456 Entertainment doing business as Tully's. Motion carried unanimously.

1. Alcohol Beverage License #42-95237-0000; 456 Entertainment LLC dba Tully's; 282 Elcho Avenue, Crested Butte, Colorado; 10/18/2023 - 10/18/2024

ADJOURN: Commissioner Smith adjourned the meeting of the Local Liquor Licensing Authority at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Smith called the Gunnison County Board of County Commissioners regular meeting to order at 8:32 am.

AGENDA REVIEW: The County Manager's portion was removed from the agenda since he was out of the office attending the ICMA Conference.

SCHEDULING: The upcoming meetings calendar was discussed and updated.

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

1. Approval for Motorola Solutions Quote #2174375 / Contract #19860-NASPO 00318; Gunnison County Sheriff's Office; for new Pack set handheld radios to replace entire current fleet of old equipment, along with Warrantees, Support Equipment, Services, and 3-year Subscription fees; Quote Expiration 12/26/2023; \$89,906.60
2. Approval for Room Rental Agreement; Gunnison County Health and Human Services, and Center for the Arts; for Rental of rooms at Steddy Theater & House; Gunnison County Flu Shot Clinic 10/25/2023; 7.5 hours x \$40.00/hr
3. Approval for Professional Services Agreement; Gunnison County Juvenile Services and Dusty Sylvanson; Recovery support for GRASP Consortium; Effective date of signing - 10/05/2024; Up to \$23,000
4. Approval for Provider Agreement; RE1J School District; for Expelled and At-Risk Student Services (EARSS) grant funding – to serve youth who become expelled (but served), and/or are at-risk of being expelled, and/or are chronically absent; 8/15/2023 - 6/30/2024; \$55,000
5. Acknowledgment of County Manager's signature; Tyler Technologies Quote; Gunnison County Clerk & Recorder; to add an upgrade to County's Recording software, making historical data available online for a fee; Year One - Software Total \$1,600 + Maintenance Total \$384
6. Approval for Epidemiology and Laboratory Capacity (ELC) 2.1 Grant Statement of Work; Gunnison County Health and Human Services; to receive CDC and EDC funding support for the transition from COVID-19 pandemic response to routine operation – incorporating COVID-19 surveillance and investigations into routine local public health agency (LPHA) activities; 8/01/2023 - 4/30/2024
7. Approval for Colorado Sexual Health Initiative (CoSHI) Grant Application renewal; Gunnison County Substance Abuse Prevention Project (GCSAPP); In partnership with the RE1J School District, to co-facilitate the Get Real comprehensive sex education program; \$24,958
8. Approval for Professional Services Agreement; Petar Simic; for professional services regarding Cheatgrass and Habitat Restoration; Effective date of signing - 9/30/2025; first 12-month term, up to \$95,004; for months 13-24, up to \$105,000; plus reimbursements up to \$5,000 per year for specified items
9. Acknowledgment of County Manager's signature; U.S. Department of Housing and Urban Development (HUD) Project-based Section 8 Housing Assistance Payments, Full Mark-to-Market Renewal Contract; Colorado Housing and Finance Authority and Gunnison County Housing Authority; for Mountain View Apartments funding; Effective 11/01/2023, to run for a period of ten years

APPROVAL OF WHETSTONE INDUSTRIAL PARK COVENANTS AMENDMENT; LUC-23-00033; SECOND AMENDMENT AS RECORDED AT RECEPTION NUMBER 658375; APPLICANT WHETSTONE INDUSTRIAL PARK LOT OWNERS ASSOCIATION, INC: Planner I Sean Pope and Attorney Jacob With were present for discussion.

Planner I Pope stated that this would be the second amendment to the covenants, and that this would allow for fences to be constructed outside of the designated building envelopes. Attorney With agreed that this was necessary. Commissioner Houck noted for the audience that Whetstone Industrial Park is separate from the Whetstone Housing Project that has been proposed. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Whetstone Industrial Park Covenants Second Amendment, LUC-23-00033. Motion carried unanimously.

APPROVAL OF THREE (3) GUNNISON-CRESTED BUTTE REGIONAL AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENTS, THIRD AMENDMENT, FOR: 1) AVIS; 2) MICAR; AND HERTZ; 6/01/2012 - 5/31/2024; PAYMENT AS DESCRIBED FOR EACH IN "APPENDIX A AIRPORT FACILITIES LEASE AND RENTAL CAR CONCESSION AGREEMENT," AND RESOLUTION; ADOPTING THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT CUSTOMER FACILITY CHARGE: Airport Manager Rick Lamport and Chief Financial Officer Perry Solheim were present for discussion, and he explained that approval of the resolution would adopt the Customer Facility Charge (CFC) and allow an extension of the agreements to May of 2024. He also noted that the rental car companies would prefer that the County finalize the contract amendments before addressing new agreements that will take in account new space that is available in the terminal building. The CFC collections will allow for improvements and efficiencies in the rental car operation, and the rental car companies have expressed no issue with the new CFC. AM Lamport confirmed that the stated charges will address current concerns and anticipated needs that may arise in the future. The \$4/daily CFC collections will first be applied toward costs that the County incurred during renovations to the rental car area, which will take approximately 4-5 years based on current usage. After those costs have been recouped, collected funds will likely go toward a Quick Turn Around (QTA) facility. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve Resolution #2023-19, a Resolution Adopting the Gunnison-Crested Butte Regional Airport's Facilities Lease and Rental Car Concession Agreements, Third Amendment. Motion carried unanimously.

APPROVAL FOR: A) GUNNISON COUNTY WATER AND SEWER DISTRICT SEWER RULES AND REGULATIONS; AND B) CONSTRUCTION STANDARDS FOR THE GUNNISON COUNTY WATER AND SEWER DISTRICT; OCTOBER 2023; AND RESOLUTION; ADOPTING THE GUNNISON COUNTY SEWER RULES AND REGULATIONS AND GUNNISON COUNTY CONSTRUCTION STANDARDS FOR THE UTILITY DEPARTMENT: Assistant County Manager for Public Works Martin Schmidt, Utilities Manager Robyn Zimmerman, Water/Wastewater Operator Jordan Brink and CFO Solheim were present for discussion.

This discussion was in follow-up to the 8/22/2023 work session. UM Zimmerman and ACM Schmidt confirmed that users were notified via the letter that was included in the meeting packet, and that none responded with concerns. ACM Schmidt also confirmed that no substantive changes were made to the regulation document since the Board's 8/22/2023 work session. CFO Solheim noted that having this document will be useful to the users and to his staff when users have questions or concerns. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve Resolution #2023-20, a Resolution Adopting the Gunnison County Sewer Rules and Regulations and Gunnison County Construction Standards for the Utility Department. Motion carried unanimously.

COLORADO COUNTIES INC (CCI) LEGISLATIVE PRIORITIES: Health and Human Services Director Joni Reynolds was present for discussion to relay her thoughts on any HHS-related bills as she is the Board's proxy for those matters, and she noted that she is currently monitoring bills and will advise the Board as necessary. Commissioner Smith confirmed that Commissioner Houck will be the official person voting for Gunnison County, and Commissioner Puckett Daniels will serve as the alternate when CCI determines which proposals will move forward toward possible legislation.

Each commissioner briefly discussed the priorities that they felt should move forward, then Commissioner Houck agreed that he would advocate support of the priorities related to broadband fee elimination, real estate transfers, short-term rentals, healthcare, construction defects, open landfill funding, noxious weeds, and the continuum of healthcare. Commissioner Houck will attend the CCI meeting this Friday.

UNSCHEDULED PUBLIC COMMENT: There was no one present for public comment

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. One Valley Leadership Council Meeting. Commissioner Puckett Daniels attended this recent meeting, during which the OVRP draft product was presented. She felt that the meeting was very productive. Comments are still being collected, and another draft will be available soon and shared

with municipalities that were involved in the process to request endorsement. A celebratory event will be scheduled.

2. CB to CB South Trail Planning Process. Commissioner Puckett Daniels stated that she's been working hard to get information to the public about this process to increase participation. The survey will remain open until 10/8/2023. The Sustainable Tourism and Outdoor Recreation (STOR) Committee has recommended continuation of the trail planning process as-is while continuing to gather information, and then revisit whether or not a highway right-of-way alignment should be considered. She noted that some people believe that a trail in the highway right-of-way will be too dangerous, while others believe that it will largely go unused, especially in the absence of year-round access, which will equate to a waste of money. Another, relative new option, is the development of a right-of-way on a strip of land (under a mile long) of private land that is being offered for purchase for \$1M. However, the landowner has stated some conditions for the sale, which include issues that would need to be decided during a separate land use process, so this option might not be viable. CA Hoyt noted that, even if agreement was reached with this property owner, the success of the project would still not be assured, because many other property owners may also be involved. Commissioner Houck reminded the Board that this trail has been a long-standing attempt, starting years ago with the now defunct Trails Commission. He also agreed that multiple property owners would need to agree in order to move forward, but that many have stated that they are not interested in moving forward with the project.

Commissioner Houck

1. Washington DC Trip. Commissioner Houck stated that he was in Washington DC last week, where he met with congressional offices and both Colorado senators to discuss the GPLI GORP Act, which Senator Bennet is expected to introduce later this year. They also discussed the GMUG plan. He was able to meet with the Assistant Deputy Chief of the Forest Service, the Office on Environmental Quality, Senator Bennet, Senator Hickenlooper's staff, Representative Lauren Boebert's staff, and Representative Brittany Petterson's staff.
2. GMUG Comments. Commissioner Houck noted that he and CA Hoyt are working to draft comments, which are due 10/30/2023.
3. Gunnison Sage-grouse Resource Management Plan Amendment (RMPA). Commissioner Houck and Wildlife Consultant Jim Cochran met with representatives from the Bureau of Land Management for a two-day work session. The goal is to ensure that the BLM understands that the Gunnison Sage-grouse issues in the Gunnison Basin are remarkably different than satellite populations.
4. Wildlife Corridor RMPA. Commissioner Houck stated that this is moving forward; and there have been no huge concerns in the proposals.

Commissioner Smith

1. Cheatgrass Habitat Restoration Coordinator Petar Simic Contract Renewal. Commissioner Smith thanked the Board for approving the contract renewal. She noted that there has been great participation from all stakeholders and a verbal commitment from the BLM for an additional \$25,000 this year and next year to be used toward Mr. Simic's work. She also stated that Mr. Simic has been able to do quite a bit in the time that he's been working on this effort. Discussions are moving forward with stakeholders, including the Forest Service, related to the future of the work and the position.
2. Colorado Department of Revenue Interim Executive Director Heidi Humphries. Commissioner Smith connected with Ms. Humphries to discuss sales tax issues, platform transparency issues related to short-term rentals, and the use of post office boxes in the north end of the valley creating concerns with location for taxation.
3. Counties & Commissioners Acting Together (CCAT) Ad Hoc Committee. Commissioner Smith stated that the Committee is engaging with Senator Hansen regarding short-term rental legislation.
4. Colorado Counties, Inc. Commissioner Smith stated that CCI has held a couple of meetings, one of which was regarding Proposition HH. CFO Solheim was able to attend that conversation to gather information related to how the passage of Proposition HH might impact Gunnison County.
5. Crested Butte Land Trust Conservation Partner Celebration. Commissioner Smith attended this celebration last week. She stated that it is nice to connect with people who care about conservation of public and private lands.
6. Monthly Opioid Data Workgroup. Commissioner Smith stated that this is moving forward to establish some sort of statewide data mechanism that helps connect and tap into data that the State is already collecting but has been inaccessible and unhelpful. She is pleased that the AG's office seems to be willing to support local efforts.
7. Southwest Colorado Opioid Regional Council (SWCORC). The Council's first in-person meeting will take place later today. The Council hopes that grants will begin to be awarded by the end of the year.

ADJOURN: Commissioner Smith adjourned the Gunnison County Board of County Commissioners regular meeting at 10:01 am.

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-19**

**A RESOLUTION ADOPTING THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT CUSTOMER FACILITY
CHARGE**

WHEREAS, the County of Gunnison, Colorado (County), is the owner, sponsor and operator of the Gunnison-Crested Butte Regional Airport (Airport), located one mile south of Gunnison, in Gunnison County, Colorado and has the authority to regulate commercial activities and is empowered to establish, fix, and collect fees and charges for its use and operation; and

WHEREAS, the County has entered into rental car concession agreements with Avis Rent A Car System and The Hertz Corporation for the purpose of providing automobile rental services at the airport; and

WHEREAS, the County has entered into lease agreements with Avis Rent A Car System and The Hertz Corporation for the purpose of leasing terminal facilities located on the Airport and park their rental cars; and

WHEREAS, those facility agreements will expire in 2023 and the County intends to ensure that quality rental car facilities will be maintained beyond that period of time; and

WHEREAS, the County desires to provide facilities to support and accommodate the growth of existing and additional rental car concessionaires at the Airport; and

WHEREAS, the County believes it to be in the best interest of the traveling public to provide adequate and modern airport facilities to permit the growth of existing and additional rental car companies to operate from and service and store their rental vehicles at the Airport.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners hereby establishes a Customer Facility Charge (CFC) at the Airport to be recovered by a rental car concessionaire from its renters for each rental car transaction day at the Airport, to fund and maintain existing facilities, and finance the planning, design, and construction of expanded airport facilities to accommodate the operations of current and additional rental car concessionaires.

THEREFORE, BE IT RESOLVED THAT:

1. The County Manager is hereby authorized to establish the CFC in the amount of Four Dollars (\$4.00) per transaction day, and to periodically adjust the per transaction day amount, as County Manager deems advisable.
2. The CFC will be collected by the rental car concessionaires for all cars rented for twenty-four (24) or fewer hours for the first transaction day, and thereafter for every succeeding transaction day, or portion thereof.
3. The term "Customer Facility Charge" or "CFC" shall encompass within its meaning other similar terms that the Airport Director may authorize the rental car companies to utilize when disclosing the charge to its customers, and on its customer rental agreements, including but not limited to "customer facility charge."

4. The CFC shall be collected by all rental car companies operating at the Airport pursuant to a concession agreement between the County and said rental car companies.
5. The CFC collected by the rental car companies shall be held in trust by the rental car companies for the benefit of the Airport and shall be remitted monthly to the County in accordance with procedures established by the County's Chief Financial Officer.
6. Rental car companies and their agents shall hold only a possessory interest in the CFC revenue collected on behalf of the County, and no legal or equitable interest.
7. Collection of the CFC shall commence no later than sixty (60) days from the effective date of this Resolution.
8. The CFC may be collected in advance of future use and used to pay, or reimburse the County, for costs associated with the operation, management, improvement, enhancement, renovation, and expansion of the existing rental car facilities, rental car facility area and related transportation facilities, ground or common-use transportation facilities or equipment related to or used for the existing or future rental car facilities, and the planning, design, equipping, construction, development, acquisition, and other related costs of future phases of the rental car program at the Gunnison-Crested Butte Regional Airport. Any or all of the collected CFC revenue may be pledged to the punctual payment of debt service on obligations issued by or on behalf of the Gunnison-Crested Butte Regional Airport by the County for the cost of a consolidated rental car facility and related transportation facilities and equipment, and to create and maintain reasonable reserves.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the Gunnison-Crested Butte Regional Airport Customer Facility Charge shall be and hereby is adopted.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Houck, and adopted this 3rd day of October, 2023.

Board of County Commissioners
of the County of Gunnison, Colorado

Houck – yes, Puckett Daniels – yes; Smith – yes.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-20**

**A RESOLUTION ADOPTING SEWER RULES AND REGULATIONS AND CONSTRUCTION STANDARDS OF
THE GUNNISON COUNTY WATER AND SEWER DISTRICT**

WHEREAS, on March 21, 1977, by Resolution number 1977-9, the Board of Commissioners of Gunnison County ("Board") established the Gunnison County Sewer District ("District"), and naming the Board as the governing body of the District; and

WHEREAS, on June 4, 1991, by Resolution number 1991-20, the Board renamed the District the Gunnison County Water and Sewer District; and

WHEREAS, in order to promote the health, safety and welfare of the public, the Board finds it necessary to establish rules, regulations and standards for sewer systems as allowed under section 30-11-101 C.R.S.; and

WHEREAS, C.R.S. sections 30-20-401, et seq. grant the Board authority to enact rules for rates, connection, funding and delinquent accounts for sewer systems; and

WHEREAS, on August 22, 2023, the Board conducted a work session with the Department of Public Works to discuss and review the proposed Sewer Rules and Regulations and Construction Standards for the Gunnison County Water and Sewer District; and

WHEREAS, since that work session, the Gunnison County conducted outreach efforts seeking public input and providing opportunity for comments on the draft District Sewer Rules and Regulations and Construction Standards; and

WHEREAS, the Board seeks uniform County Sewer Rules and Regulations and Construction Standards to create consistency and predictability for new and existing sewer connections; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the Board adopts the following Rules and Regulations and Construction Standards for the Gunnison County Water and Sewer District:

1. Gunnison County Water and Sewer District Sewer Rules and Regulations, effective the date of adoption of this Resolution and attached hereto as "Exhibit A"; and
2. Construction Standards for the Gunnison County Water and Sewer District, effective the date of adoption of this Resolution and attached hereto as "Exhibit B."

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Houck, and adopted this 3rd day of October, 2023.

Board of County Commissioners
of the County of Gunnison, Colorado

Houck – yes, Puckett Daniels – yes; Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft 1/23/2024 BOCC Meeting Minutes

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft January 23, 2024 meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/6/2024

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
January 23, 2024**

The January 23, 2024 meeting was held in the Board of County Commissioners’ meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson (ABSENT)
Liz Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Vice-chairperson Smith called the meeting to order at 8:34 am. Commissioner Houck was not present.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated January 23, 2024 and the cash transfer authorization dated December 2023 for discussion and approval. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the vouchers in the amount of \$7,838,977.47 and authorize the Chair’s signature. Motion carried unanimously. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the cash transfer in the amount of \$4,915,420.88 and authorize the Chair’s signature. Motion carried unanimously.

TREASURER’S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the December 2023 Treasurer’s report, a monthly report for the period ending December 31, 2023, a six-month report for the period ending December 31, 2023, an investment report dated December 31, 2023, and a quarterly interest report for October – December, 2023 for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Treasurer’s Report as presented. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS:

1. Gunnison Valley Regional Housing Authority; Appoint One Person to a Two-Year Term (1/31/2024-1/31/2026). **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Perry Solheim to the Gunnison Valley Regional Housing Authority for a two-year term beginning on 1/31/2024 and ending 1/31/2026. Motion carried unanimously.
 - Applicant: Perry Solheim

ADJOURN: Commissioner Smith adjourned the meeting at 8:42 am.

Jonathan Houck, Chairperson

Liz Smith, Vice-Chairperson

Laura Puckett Daniels, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 2/5/2024 thru 3/31/2024

Board of County Commissioners

1. [Three Mile Plan Joint Meeting of the Gunnison County Board of Commissioner, Gunnison County Planning Commission, Gunnison City Council, and City Planning and Zoning Commission](#)
February 5, 2024, 2:00 PM @ Gunnison County Library

Three Mile Pan Presentation: Design Workshop will be presenting updates to the Gunnison County/City of Gunnison Three Mile Plan project. The presentation will include team introductions, a project overview, guiding principles, and project timeline. The consultant team will also share and request feedback on initial concepts for the plan including the vision statement, overarching goals, and the land use framework. Join the meeting on Zoom:
<https://us06web.zoom.us/j/85449914453> Meeting ID: 854 4991 4453

2. [BOCC Regular Meeting](#)
February 6, 2024, All Day @ BOCC Boardroom

3. [BOCC Work Session](#)
February 13, 2024, All Day @ BOCC Boardroom

4. [BOCC Regular Meeting](#)
February 20, 2024, All Day @ BOCC Boardroom

5. [BOCC Work Session](#)
February 27, 2024, All Day @ BOCC Boardroom

6. [BOCC Regular Meeting](#)
March 5, 2024, All Day @ BOCC Boardroom

7. [Joint Public Hearing: Gunnison County Board of County Commissioners and Gunnison County Planning Commission](#)
March 7, 2024, 9:00 AM @ Planning Commission Meeting Room

Joint Public Hearing: LUC-23-00015 Minor Impact Review: Spezze Subdivision. The Applicant proposes to subdivide a 7.84-acre parcel (PID 3791-000-00-040) at 3528 CO-114 into two lots, 3-acre Lot 1 and 4.54-acre Lot 2. The Applicant proposes to conserve a 29.72-acre parcel (PID 3791-000-00-039) (Conservation Parcel) to the east of CO-114 with perpetual protective covenants, severing residential development rights and any potential future subdivision.

8. [Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort](#)
March 7, 2024, 12:00 PM - 1:30 PM

9. [BOCC Work Session](#)
March 12, 2024, All Day @ BOCC Boardroom

10. [BOCC Regular Meeting](#)
March 19, 2024, All Day @ BOCC Boardroom

11. [BOCC Work Session](#)
March 26, 2024, All Day @ BOCC Boardroom

Gunnison County Organization

1. [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: Lease Agreement; Bishop of Pueblo; Queen of All Sa

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: _____ **Term Ends:** _____ **Grant Contract #:** _____

Summary:

Lease between Queen of All Saints Church and Gunnison County Clerk for use of their building for a Voter and Service Polling Center for all elections. March. June and November 2024. Thank you!

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: Required Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 1/18/2024

County Attorney Review: Required Not Required

Comments:
Legally sufficient. SO 1/18/24

Reviewed by: GUNCOUNTY1\sobaid Discharge Date: 1/18/2024 Certificate of Insurance Required
Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie Discharge Date: 1/19/2024

Consent Agenda Regular Agenda Worksession Time Allotted: 0

Agenda Date: 2/6/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 11 day of January, 2024, between the BISHOP OF PUEBLO, a corporation sole, whose address is ~~401~~ 1001 North Grand Avenue, Pueblo, Colorado 81003 ("Lessor"), the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin Street, Gunnison, Colorado 81230.

WHEREAS, Lessor owns the real property known as Queen of All Saints Parish Hall located at 401 Sopris Avenue, Crested Butte, Colorado 81224, also known to be at the address of 405 Sopris Avenue, Crested Butte, Colorado 81224 ("Parish Hall"); and

WHEREAS, Lessor would like to support the Crested Butte community by leasing Parish Hall to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for the 2023 Primary and General Elections, as well as any Coordinated or other Elections involving the Gunnison County Clerk in 2024 ("2024 Election"); and

WHEREAS, Gunnison County desires to lease Parish Hall from Lessor, and Lessor desires to lease Parish Hall to Gunnison County; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Gunnison County do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases Parish Hall to Gunnison County as a VSPC for the 2024 Election, and use the same only as set forth in this Lease.

2. LEASE PERIOD.

This Lease shall be effective during 2024 on the following dates and times, unless otherwise terminated or extended under the terms of this Lease or mutual written agreement of the Lessor and Gunnison County:

February 29 through March 5, 2024
June 20 through June 25, 2024
October 31 through November 5, 2024

3. LEASE IS NON-EXCLUSIVE.

Lessor expressly reserves the right to enter and use Parish Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use and enjoyment of Parish Hall, except that all entries and uses shall not cause Gunnison County or any person to violate

Colorado Law, including but not limited to the Colorado Election Code. In addition, in all cases except an emergency, Lessor shall endeavor to provide the County twenty-four (24) hours prior oral or written notice of any such entry or use.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor ONE THOUSAND T HUNDRED AND 0/100THS U.S. Dollars (\$1,300.00) for the use of Parish Hall during the lease periods identified in paragraph 2 of this Lease. Said payment shall be payable to Lessor within thirty (30) days of execution of this Lease.

5. UTILITIES.

Lessor shall provide and be solely responsible for the costs associated with utilities for heating, water, and electricity for Parish Hall during the term of this lease. Gunnison County shall be responsible for telephone, internet, and any and all other costs not identified herein that may be associated with Gunnison County's use of Parish Hall.

6. USE OF PROPERTY.

Gunnison County shall use Parish Hall exclusively and only for a VSPC for the 2024 Election. Gunnison County agrees to conduct its use of Parish Hall in an orderly manner. Gunnison County, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of Parish Hall. There shall be no alcohol allowed in Parish Hall.

7. OPERATIONS.

Gunnison County agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Gunnison County's business and use of Parish Hall.

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease, Lessor shall solely and exclusively be responsible for the maintenance, repairs and necessary improvements to Parish Hall. Lessor shall provide weekly janitorial service to keep and maintain the hallways, restrooms and other areas in a neat, clean and sanitary condition. Gunnison County shall provide snow removal to remove snow from the exterior walkways and entrances to Parish Hall during the term of this Lease, except that Gunnison County disclaims all liability associated with such snow removal consistent with the liability provisions set forth in Paragraph 11 of this Lease, and shall be under no obligation to indemnify or hold harmless Lessor for this or for any other activity undertaken by Gunnison County pursuant to this Lease. Gunnison County shall be responsible for the setting up and taking down of the rooms (meaning setting of tables

and chairs and any other equipment and putting the same away) at the end of each business day throughout the term of this Lease.

Gunnison County shall not modify, alter or reconstruct Parish Hall without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on, or about Parish Hall, including all fixtures temporarily affixed to Parish Hall, but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the term hereof or at its termination, to remove all such equipment. Gunnison County further agrees to repair or replace any damage caused to Parish Hall by Gunnison County's agents, invitees, guests, members of the public required to be in Parish Hall for Gunnison County's use purposes, and Gunnison County employees, upon receipt from Lessor of evidence of such damage and a written estimate for the reasonable costs of repair or replacement.

9. TAXES.

Lessor shall keep Parish Hall free and clear of all levies, liens and encumbrances, and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed related to Parish Hall.

10. SALE, DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease notwithstanding anything herein to the contrary, in the event Parish Hall or any portion of it or any improvements to it are sold to a third party, taken by eminent domain, or are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Parish Hall or improvements, and Gunnison County shall have no further obligations under this Lease.

11. LIABILITY.

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Colorado and Federal law which adequately protects all labor employed by Gunnison County 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 Fifty Thousand and 0/100ths U.S. Dollars (\$350,000.00); and for an injury to two (2) or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and 0/100ths U.S. Dollars (\$990,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, personal property insurance coverage on any and all of Gunnison County's personal property located Parish Hall.

Gunnison County shall provide Lessor with copies of appropriate insurance policies, but nothing in this Lease, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise. In addition, nothing in this lease shall be construed to require Gunnison County to indemnify or hold harmless Lessor, whether through the common law or otherwise.

12. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of Parish Hall.

The County warrants and represents that no officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the County in Parish Hall.

13. OWNERSHIP.

Parish Hall is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Gunnison County shall have no right, title, or interest therein or thereto.

14. FORCE MAJEURE.

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

15. COMPLIANCE WITH LAWS.

Both parties to this Lease shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to the Colorado Election Code, all as may be amended from time to time.

16. RELATIONSHIP OF PARTIES.

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

17. DEFAULT.

Either party shall be considered to be in default of this Lease upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease which failure continues for a period of more than thirty (30) days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

18. TERMINATION.

Either party shall have the right to terminate this Lease at any time, with or without cause, upon thirty (30) days prior written notice to the other.

19. NOTICES.

Service of all notices under this Lease shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Bishop of Pueblo 1001 North Grand Avenue Pueblo, CO 81003
Gunnison County:	Board of County Commissioners of the County of Gunnison, Colorado 200 East Virginia Avenue Gunnison, CO 81230
With Copy to:	Gunnison County Clerk & Recorder Attention: Kathy Simillion 221 North Wisconsin Street Gunnison, CO 81230

20. ASSIGNMENT.

Without the prior written consent of Lessor, Gunnison County shall not (a) assign, transfer, pledge, or hypothecate this Lease, or any part thereof, or any interest therein, or (b) convey, sublet or lend Parish Hall or any part thereof.

21. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

22. SEVERABILITY.

In the event any term, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease, then at the option of such party, this Lease may be declared to be terminated.

23. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation or enforcement of this Lease, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

24. COUNTERPARTS.

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

25. ENTIRE AGREEMENT.

Lessor and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Gunnison County with the same formality as this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

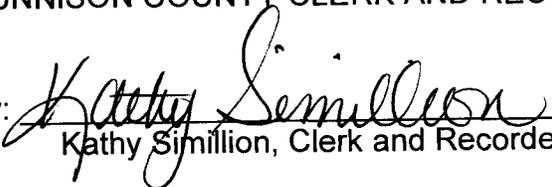
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

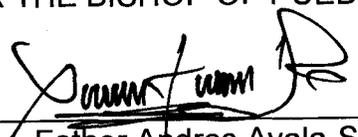
ATTEST:

Deputy County Clerk

GUNNISON COUNTY CLERK AND RECORDER

By: 
Kathy Simillion, Clerk and Recorder

FOR THE BISHOP OF PUEBLO

By: 
Father Andres Ayala-Santiago



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way, Suite 700 Centennial CO 80111	CONTACT NAME: Nathan Kathol	
	PHONE (A/C, No, Ext): 303-889-2532	FAX (A/C, No):
E-MAIL ADDRESS: Nathan_Kathol@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gunnison County 200 E. Virginia Gunnison, CO 81230	INSURER A: Colorado Counties Casualty & Property Pool	
	INSURER B: County Worker's Compensation Pool	
	INSURER C: Various (See Attached)	
	INSURER D: Arch Insurance Company	
	INSURER E:	
INSURER F:		11150

COVERAGES

CERTIFICATE NUMBER: 1685241190

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Member		PER PARTICIPATION CERT	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COM/OP AGG \$ 1,500,000 Law Enforcement Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PER PARTICIPATION CERT	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,500,000		VARIOUS	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	PER PARTICIPATION CERT WCX005783207	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Prop, Mob Eq, Auto PD, XS Excess Property		PER PARTICIPATION CERT See Attached	1/1/2023 1/1/2023	1/1/2024 1/1/2024	DEDUCTIBLE \$500 Layered \$ 150,000 See attachment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation SIR: \$875,000
 Carrier B: CWCP is a qualified Self Insured Pool and is reinsured by Carrier E
 Casualty Program includes General Liability, Auto Liability, Law Enforcement Liability, & Public Officials Liability
 Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COLORADO COUNTIES CASUALTY AND PROPERTY POOL
1/1/2023 TO 1/1/2024 CASUALTY - LAYERED PROGRAM - POLICY NUMBERS, PARTICIPATION

Layer	Carrier	Policy Number	Limit	Retention
Primary GL, AL, POL	Pennsylvania Mfrs. (Old Re)	8222000951483	\$500,000	\$1,500,000
Excess GL, AL, POL \$3M xs \$2M	Evanston Ins. Co. (Markel)	MPEIEV1787713	\$3,000,000	
Law Enforcement Liability	Lexington Insurance Co.	03824686100	\$4,000,000	\$1,000,000
Excess Layer \$5M xs \$5M	Allied World Assurance Co.	03136790	\$5,000,000	

COLORADO COUNTIES CASUALTY AND PROPERTY POOL
1/1/2023 TO 1/1/2024 PROPERTY - LAYERED PROGRAM - POLICY NUMBERS, PARTICIPATION
Attachment Clause for Master Policy

Layer	Carrier	Policy Number	Participation Limit	% Participation
Primary Layer	Uws at Lloyds (various) - LEAD	PW0330023, PW0330123	\$4,500,000	45%
	CV Starr	SLSTPTY11721123	\$2,000,000	20%
	Westchester Surplus	D38095432006	\$1,000,000	10%
	Munich Re	R1A3PP000000600	\$1,000,000	10%
	Allied World	031216751A	\$1,500,000	15%
Total Excess Layer \$15M xs \$10M	Evanston (Markel)	MKLV2XPR001268	\$4,500,000	30%
	CV Starr	SLSTPTY11721123	\$3,000,000	20%
	UW at Lloyds (various)	PW0330023	\$4,500,000	30%
	Munich Re	R1A3PP000000600	\$1,500,000	10%
	Westchester Surplus Lines	D38095432006	\$1,500,000	10%
Total Excess Layer \$25M xs \$25M	Fidelis Underwriting Limited	NOGW47603023	\$3,750,000	15%
	Aspen Specialty Ins. Co.	PX00K6223	\$2,500,000	10%
	Munich Re	TBD	\$3,750,000	15%
	Lexington Ins. Co.	6893563	\$5,000,000	20%
	Sompo	TBD	\$2,500,000	10%
	Westfield	TBD	\$3,750,000	15%
	Starstone	TBD	\$3,750,000	15%
Total Excess Layer \$50M xs \$50M	RSUI Indemnity Co.	TBD	\$27,500,000	55%
	Mitsui	TBD	\$15,000,000	30%
	Munich Re	TBD	\$7,500,000	15%
Excess Automobile Physical Damage - over the Road	Endurance	IMU10012212605	\$4,000,000 xs \$1,000,000	100%

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #1 to Sale and Purchase Agreement by and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for Runbeck signature capturing equipment for Elections.

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Considered in appropriations. Not reviewed for legal sufficiency.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/4/2024

County Attorney Review:

Required

Not Required

Comments:

Contract was edited to address prior concerns. Legally sufficient. SO 1/19/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/19/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/19/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024



AMENDMENT 1

To Sale And Purchase Agreement By And Between Gunnison County And Runbeck Election Services, LLC.

This AMEDMENT 1 to SALE AND PURCHASE AGREEMENT By and Between Gunnison County and Runbeck Election Services, LLC (hereinafter this "Amendment") is made as of the date of full execution, by and between Gunnison County, a governmental subdivision of the State of Colorado ("County"), and Runbeck Election Services, LLC. an Arizona company, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS:

- A. WHEREAS, on November 19, 2019 Gunnison County entered into an agreement for Runbeck to provide AgilisDuo Vote by Mail Processing System ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.
- B. WHEREAS, under the Agreement Gunnison County obtained from Runbeck a license to use accompanying software ("Software") provided by Runbeck to operate the Equipment.
- C. WHEREAS, The parties wish to renew the Agreement for an additional four (4) years to continue and amend contract.

THEREFORE, in consideration of their mutual promises in the Agreement, the County and Runbeck agree as follows:

- 1. The TERM of the Agreement is renewed for additional four (4) years, the renewal period is from the 25th day of November, 2023 through the 24th day of November, 2027 at which time the County may opt for additional renewal period(s). Said renewal year(s) will require new documentation with the then current pricing.
- 2. Should County decide to upgrade or add additional equipment, Runbeck will cancel and supersede this agreement upon signed new agreement. The Invoice Schedule known as Exhibit D-1 is herein attached hereto and made a part hereof.
- 3. Set-up and maintenance services known as Exhibit A is removed in its entirety and replaced with revised Set-up and maintenance services known as Exhibit A-1 attached hereto and made a part hereof.
- 4. All other terms and conditions in the Agreement remain unchanged and in force.

**THE REMAINDER OF THIS PAGE
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SIGNATURES TO FOLLOW



IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, LLC

Gunnison County, Colorado

Signed by:  894F17320B0C4D2...

Printed Name: Rizwan Fidai

Title: Vice President of Sales

Date: 1/3/2024

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Exhibits to follow



EXHIBIT A-1

SET-UP AND MAINTENANCE SERVICES

(Amendment 1 to Sale and Purchase Agreement by and between Gunnison County, and Runbeck Election Services, LLC)

Software Maintenance

- Contractor shall provide technical support resources during the Department's critical ballot processing period beginning 15 days prior to Election Day and 7 days after Election Day.
- Installation of all software updates
- Testing and validation of all software updates
- License and Support Fee

Hardware Maintenance

- Contractor shall provide technical support resources during the Department's critical ballot processing period beginning 15 days prior to Election Day and 7 days after Election Day.
- License and Support Fee
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours, including remote access. On-site support fee, indicated below will be applied if Runbeck approved remote software (SplashTop is not allowable).

Repair Services

During the term of the Agreement, as set forth in Section 27 thereof, should any component of the Equipment, to include hardware and software items listed above, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee per On-site Support Fee as indicated below.

Election Data

At the conclusion of the election, Runbeck will provide phone assistance with the export of all election data from the Equipment. This data will be retained by the Client. Media (DVDs, jump drives, etc.) for this data will be provided by the Client. Client is responsible for the retention of this media and data.

Training

Additional training requires an on-site support fee, indicated below.

Materials Management

- Client is responsible for any pre-election inventory of Equipment consumables.
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables
- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide Runbeck notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of all consumables while operating the Equipment during an election cycle. Should the Client request a Runbeck employee to replace consumable items, it will be subject to On-site Support Fee, indicated below.



EXHIBIT A-1

SET-UP AND MAINTENANCE SERVICES, Page 2

(Amendment 1 to sale and purchase agreement by and between Gunnison County, and Runbeck Election Services, LLC)

Dedicated Electrical Requirements

- Equipment requires client is to provide a minimum of two (2) dedicated 20-amp circuits. Dependent upon the desired equipment configuration, additional dedicated 20-amp circuits may be required. Client is to ensure that all requested outlets are NEMA 5-20, 115 VAC, 60 Hz 20-amp outlets and are available in the location of the equipment. These requirements and associated costs are the sole responsibility of the client.
- Equipment requiring electrical connections for operation shall be connected to client provided dedicated circuits, each of a minimum of 20-amps. All connections shall be made by the Contractor and accomplished in accordance with National Electrical Code requirements. Electrically operated equipment shall be available in the following voltage: 115 volts for 20-amp circuit each. Any necessary modification costs will be the sole responsibility of the client.

On-Site Support Fees

Optional dedicated on-site support and/or training (does not include election set-up or routine maintenance) may be requested and will be billed at a rate of \$1,750.00 for the first day (an eight-hour workday) and \$1,500 for each additional eight-hour workday. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

Requested onsite support must be booked four weeks in advance prior to requested dates of service. If service is requested less than the four-week notice, the support cost will be billed at a rate of \$2,000 for the first day plus a required additional day of \$1,500 at a minimum.

Other

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as goods may be purchased and need to be shipped to the jurisdiction. Shipping fees are the sole responsibility of the Client.

End of Contract Options – Subject to Section 27 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply
- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply



EXHIBIT D-1

(Amendment 1 to sale and purchase agreement by and between Gunnison County, and Runbeck Election Services, LLC)

County is currently on possession of:

AgilisDuo System (Serial # 10014 Installed on 11/25/2019)**Invoice Schedule**

Invoice To: Gunnison County
 221 N. Wisconsin St. STE. C
 Gunnison, CO 81230
 Attention: Kathy Simillion
 Clerk and Recorder

Contract Period 2023 – 2027 (November 25,2023 to November 24, 2027)

FOR INVOICING PURPOSES:

License Fees, Maintenance and Support Type of Service	Year 5 (2023-2024)	Year 6 (2024-2025)	Year 7 (2025-2026)	Year 8 (2026-2027)
AgilisDuo License & Maintenance Fee*	\$ 12,500.00	\$ 13,125.00	\$ 13,781.00	\$ 14,470.00
Total	\$ 12,500.00	\$ 13,125.00	\$ 13,781.00	\$ 14,470.00

NOTES

Any applicable taxes are the sole responsibility of the Client

*Subject to an annual fee adjustment of five percent (5%), per Exhibit B and Exhibit C.





LI: 2019-097

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made as of the date of full execution, by and between Gunnison County, a county within the State of CO ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS

- 1. In connection with its elections responsibilities, Client desires to purchase from Runbeck election management equipment ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.
- 2. Runbeck desires to sell the Equipment and grant a license to use the software to Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Sale of Equipment.

Runbeck hereby sells, and Client hereby purchases, the Equipment, including hardware components and accessories, as specifically set forth in the Equipment Description attached hereto as Exhibit "A".

2. Grant of Software License; Annual License Fees; Restrictions.

Subject to the Client's ongoing obligations under this Agreement, Client has been granted an irrevocable, non-exclusive right and license to install, display and use the software necessary for operation of the Equipment ("Software") for the term described in, and in accordance with the express terms of, the Software License attached hereto as Exhibit "B". Title to and ownership of the Software shall at all times remain with Runbeck and neither Client, nor its affiliates, agents or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Client shall pay Runbeck an annual Software License Fee for the Software, as specifically set forth in Exhibit "B". The Annual Software License Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive yearly anniversary date of execution this Agreement, as specifically set forth in Exhibit "D".

3. Equipment Maintenance and Support Services; Annual Equipment Maintenance and Support Services Fee.

Runbeck shall provide those Equipment Maintenance Support Services that are specifically set forth in the Equipment Maintenance and Support Services Schedule attached hereto as Exhibit "C". Client shall pay Runbeck an annual Equipment Maintenance Fee for the Equipment, as specifically set forth in Exhibit "C". The Annual Equipment Maintenance and Support Service Fee for the first year of this Agreement is included in the purchase price of the Equipment. All subsequent payments of this Fee shall be made on each successive yearly anniversary date of execution of this Agreement, as specifically set forth in Exhibit "D".

4. Availability and Retention of Records.

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of CO. (including, but not limited to, the Auditor of the State of CO, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

5. Assignment.

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

6. Governing Law.

This Agreement shall be governed, construed, and enforced under the laws of CO, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the courts of CO.

7. Integration and Modification.

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

8. Severability.

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be

affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Appropriations.

Client represents and covenants that (i) it has, and will have, funds available to pay the purchase price for the Equipment, Annual Software License Fees, Annual Equipment Maintenance Fees and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period; and (ii) that it shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the four (4) year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

10. Compliance.

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

11. Non-Discrimination.

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

12. Independent Relationship.

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

13. Waiver.

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

14. Confidential Information.

All information owned, possessed or used by Client which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

15. Risk of Loss.

Runbeck agrees to bear all risk of loss, injury, or destruction of goods and materials, including Equipment, ordered as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such goods and materials, Client agrees to bear all risk of loss, injury, or destruction of such goods and materials. Runbeck's invoices will conform to the reasonable requirements of the Client.

16. Warranty.

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibits, shall be timely performed in a professional manner in accordance with applicable industry standards; and that Runbeck has the requisite ownership, authority and license rights to furnish Software provided to Client in connection with this Agreement.

Runbeck warrants and represents that Equipment shall be free from any defects in material or workmanship for a period of one (1) year after installation; and Software shall be free from any defects in material or workmanship for a period of one (1) year after installation (collectively, the "Warranty Periods"); provided, however, that if the manufacturer's warranty extends beyond one (1) year for any part, product, or service item, the longer warranty shall apply. This warranty extends to i) any defect reported during the Warranty Periods but not corrected; ii) any defect reported and thought to be corrected but that reoccurs outside of the Warranty Periods; iii) any defect misdiagnosed during the Warranty Periods and discovered to reoccur outside of the Warranty Periods; and iv) any defect discovered after the Warranty Periods but which can be documented to have started during the Warranty Periods. Runbeck agrees to a one-day grace period beyond the end of the Warranty Periods for notification purposes for defects discovered during the Warranty Periods. Runbeck shall, at its own election and expense, either repair or replace any component which Client discovers to be defective in material or workmanship, provided that Client has furnished timely written notice to Runbeck.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Runbeck Liability.

Runbeck shall not be responsible for the Equipment's or the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Equipment or the Software. IN NO EVENT SHALL RUNBECK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

18. Indemnification.

Runbeck agrees to indemnify and hold harmless Client from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by the sole negligence or intentional misconduct of Runbeck with respect to its obligations under this Agreement.

Runbeck further agrees to defend, indemnify and hold harmless Client from and against any claim, suit, demand, or action alleging the Equipment, or any component thereof, infringes any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Runbeck shall indemnify Client against any judgment, award or amount paid in settlement to which Runbeck has agreed. Client shall provide Runbeck prompt written notice of such claim, suit, demand, or action and shall cooperate with Runbeck in the defense and settlement thereof. Runbeck shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against Client's use of Equipment by reason of an infringement of a copyright, trade secret, or other proprietary right, Runbeck will, at its option and expense, either:

- A. Procure for Client the right to continue using the Equipment; or
- B. Replace or modify Equipment, or such infringing portion thereof, so that it no longer infringes such copyright, trade secret, or other proprietary right.

19. No Third-Party Beneficiary.

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

20. Notices.

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Gunnison County
 221 N. Wisconsin Suite #c
 Gunnison, CO 81230
 Attention: Kathy Simillion
 Clerk and Recorder
 Fax No.: 970-641-7927

To Runbeck: Runbeck Election Services, Inc.
 2800 S. 36th Street
 Phoenix, Arizona 85034
 Attention: James Suver
 Fax No.: 602-437-1411

With a copy to: Steven H. Williams, Esq.
 2323 North Central Avenue, Unit 1905
 Phoenix, Arizona 85004
 Fax No.: 602-390-6719

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

21. Runbeck's Confidential Information.

Runbeck represents that the Software and related documentation provided under this Agreement, including, but not limited to, the Source Code, the software design, structure and organization, the user interface and the engineering know-how implemented in the software (collectively "Runbeck Confidential Information") constitute the valuable properties and trade secrets of Runbeck, embodying substantial creative efforts which are secret, confidential, and not generally known by the public. Client agrees to hold Runbeck's Confidential Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any unauthorized person or entity to obtain access to it to the extent permitted under applicable law. Within this context, Client agrees not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available Runbeck Confidential Information or any part thereof to any other party in any form of media for any purpose other than performing its obligations under this Agreement. Client further agrees not to disclose or distribute to any other party, in whole or in part, Runbeck Confidential Information without written consent from Runbeck.

22. No Construction Against Drafting Party.

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

23. Successors and Assigns.

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

24. Time is of the Essence.

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Equipment and its components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections.

25. Attorneys' Fees.

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

26. Term and Renewal.

The Parties declare, acknowledge and agree that the term of this Agreement shall be four (4) years from the date the Agreement is last fully executed by the Parties, subject to Runbeck's right to terminate immediately due to lack of approved appropriations as set forth in Section 9 of the Agreement; fraud; breach of contract as set forth in Section 27; or disclosure of Runbeck Confidential Information. The Agreement will automatically renew unless Client provides Runbeck with written notice, at least ninety (90) days prior to the Agreement end date, of its intention to not renew.

27. Breach.

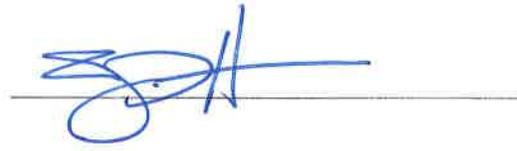
Subject to the terms of Section 26, in the event Client commits a material breach of its obligations under this Agreement and any exhibits hereto, including a failure to timely pay any license or maintenance fees, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement effective upon delivery of written notice to Client. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, Inc.

Gunnison County, CO

By:



Title:

Vice President

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

Date:

10/21/19

11/19/19

EXHIBIT A

EQUIPMENT LIST AND PRICES

Primary location of the equipment:

Gunnison County

Kathy Simillion

221 N. Wisconsin Suite #c

Gunnison, CO 81230

AgilisDuo Vote-By-Mail Processing System

	<u>Price</u>
-AgilisDuo <u>Vote-By-Mail Processing System</u>	\$50,000.00
-Installation	\$1,500.00
-Training on site (6-8 hours)	\$1,500.00

AgilisDuo Vote-By-Mail Processing System includes:

- AgilisDuo Sorting System
- Dual Output Trays
- Tray Tag Printer
- Scanning Signature Capture Software
- Signature Verification Client Software

MAINTENANCE SERVICES

Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of all software updates
- Testing and validation of all software updates
- Software License Fees

Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- Hardware maintenance fees
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours.

Training

Additional training requires an on-site support fee, indicated below.

Materials management

- Client is responsible for any pre-election inventory of AgilisDuo Vote-By-Mail Processing System consumables.
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables.
- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide RES notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of consumables while operating the AgilisDuo Vote-By-Mail Processing System during an election cycle.

ON-SITE SUPPORT FEES

Optional dedicated on-site support, and/or training (does not include election set-up or routine maintenance) will be billed at a rate of \$1,750.00 for the first day (an eight-hour work day) and \$1,500 for each additional 8-hour work day. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

OTHER

Repair Services

During the term of the Agreement, as set forth in Section 26 thereof, should any component of the AgilisDuo Vote-By-Mail Processing System, to include hardware and software items listed above, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee of \$150.00 per hour.

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as other goods may be purchased and need to be shipped to the jurisdiction and are the sole responsibility of the Client.

End of Contract Options – Subject to Section 26 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply.
- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply.

EXHIBIT B

SOFTWARE LICENSE

1. Grant and Scope of License.

A. **Grant of License.** Subject to Client's discharge of its material duties under this Agreement, to include the timely payment of any fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software pursuant to the terms of the Agreement. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches this Agreement and Client fails to cure within the proscribed cure period.

B. **Title.** Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.

C. **Updates.** For payment of the required fees by the Client as set forth herein and in the Sale and Purchase Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the attached Sale and Purchase Agreement as long as Client continues to pay annual license and support services fees with respect to such Software.

D. **Breach.** In the event Client commits a material breach of its obligations under this Agreement, to expressly include failure to timely pay any fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

2. Annual Software License Fee.

A. **Fees.** Runbeck will invoice Client for the annual Software License Fee, set forth in Exhibit D to the Agreement. The annual Software License Fee for the first year of this Agreement is included in the purchase and installation price of the Equipment. All payments of this Fee shall be made annually on each successive anniversary term of the Service Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the Warranties in Section 4 below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The annual Software License Fee is subject to an annual adjustment not to exceed five percent (5%).

B. **Invoices.** Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

3. Delivery, Installation and Acceptance.

A. **Estimated Shipping.** Runbeck agrees to ship the Software to the location, and on or about the Estimated Shipping date, set forth in Exhibit D.

B. **Installation.** Runbeck agrees to install the Software ready for use and in good working order and render said Software Functional as a part of the fully Functional System at the applicable location as soon as practicable after delivery, but in no event more than ten (10) days after delivery.

C. **Acceptance.** Acceptance Testing and Acceptance of the Software as a part of the System shall be in accordance with the provisions of the attached Sale and Purchase Agreement.

4. **Training.**

If Client's personnel require training in order to properly use the Software and System, Runbeck will provide such training for all users designated by Client, at a time agreed to by the Parties. All initial training by Runbeck in the proper use of the Software and System shall be at no additional charge, unless a fee for such training is otherwise agreed upon and funds appropriated and certified as available for such purposes by the Client in accordance with the Agreement.

5. **Maintenance of Software; Term and Termination.**

A. **Maintenance Services.** During the term of this Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide maintenance and support services for the Software ("Maintenance Services").

B. **Software Updates.** Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of this Agreement, subject to payment of any required fees.

C. **Term and Termination.** This Agreement shall be effective as of the date of execution by the parties, and shall expire upon termination of the Agreement, unless mutually terminated earlier. The parties have the right to terminate this Agreement in accordance with Section 9, ("Appropriations") of the Service Agreement.

6. **Warranties.**

A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:

i. **Non-Infringement.** Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.

iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.

iv. Runbeck Disclaimer of All Other Warranties. Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C

EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Upon payment of the required fees by Client, Runbeck shall provide Equipment maintenance and support services as set forth in this Exhibit "C".

1. Annual Equipment Maintenance Fee.

Runbeck will invoice Client for the Annual Equipment Maintenance Fee, as set forth in Exhibit D to the Agreement. The Fee is subject to an annual adjustment not to exceed five percent (5%). The Annual Equipment Maintenance Fee for the first year of this Agreement is included in the purchase price and installation price of the Equipment. All subsequent payments of this Fee shall be made on each successive anniversary term of this Agreement.

2. Equipment Maintenance Services.

For payment of the Fee, Runbeck shall perform preventative maintenance on Equipment once each year. The maintenance will be performed on a date and time that is mutually acceptable to the Parties. The maintenance performed shall be Pre-election or Post-election Maintenance as described below:

A. Pre-election Preventative Maintenance.

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced*
- iii. Correct any hardware or software issues
- iv. Post maintenance testing

B. Post-election Preventative Maintenance.

- i. Cleaning and inspection of the Equipment
- ii. Replacement of any worn parts that need to be replaced*
- iii. All systems will be properly shut down and power will be removed.

* The Client is solely responsible for paying the cost (including the shipping costs and any applicable taxes) of any replacement parts and consumables that are needed for the Equipment.

3. Consumables.

The Client acknowledges that the Equipment includes consumable items that require replacement. The consumables include, but are not limited to, such things as belts, rollers and tray tags. Client shall be solely responsible for the cost (including the shipping costs and any applicable taxes) to purchase all consumables that are needed for the Equipment. The Client is responsible for installation of the consumables.

4. Additional Remote Support.

Runbeck will provide the Client with a toll-free telephone number that it may use for assistance in addressing any Equipment issues that may arise or for general questions related to the use of the Equipment.

EXHIBIT D

Invoice Schedule

Invoice To: Gunnison County
 Kathy Simillion
 221 N. Wisconsin Suite #c
 Gunnison, CO 81230

Contract Period **01-03/2020 – 01-02/2024**
Estimated Ship Date **January 15, 2020**
Actual Ship Date _____ *(to be completed by accounting)*

For Invoicing Purposes:

System	Quantity	Unit Price	Total up-front payment
New AgilisDuo Purchased	1	\$50,000	\$50,000
Training (on-site 6-8 hours)			\$1,500
Installation			\$1,500
Set up & Integration			Included
Shipping			\$4,000
Total			\$57,000

<i>License Fees, Maintenance and Support Type of Service</i>	Year 1 (2020 - 2021) of this agreement on existing equipment	Year 2 (2021-2022) of this agreement on all equipment	Year 3 (2022-2023) of this agreement on all equipment	Year 4 (2023-2024) of this agreement on all equipment
AgilisDuo License & Maintenance Fee*	Included	\$8,000	\$8,000	\$8,000
Total	Included	\$8,000	\$8,000	\$8,000

NOTES

Any applicable taxes are the sole responsibility of the Client

* Subject to an annual fee adjustment not to exceed five percent (5%), per Section 2 of Exhibit B.

** Subject to an annual adjustment not to exceed five percent (5%), per Section 1 of Exhibit C.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Crested Butte Sta

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte State of Mind

Term Begins: Jan 1 2024

Term Ends:

Grant Contract #:

Summary:

Updated contract with Crested Butte State of Mind for behavioral health counseling and navigation services.

Fiscal Impact: 57,000

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Contracts should be submitted in pdf form moving forward.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 12/29/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/25/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1 day of January, 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and Crested Butte State of Mind, whose address is PO BOX 1083 Crested Butte CO 81224 (“Contractor”).

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on 12/31/24, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

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

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, Gunnison County shall pay Contractor fees of \$1,000.00 per individual served at 28 individuals = \$28,000.00, and \$7,000.00 total for navigation services, equating to a total compensation not to exceed \$35,000.00 (“Compensation”). Payment shall be made by Gunnison County to Contractor

within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

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

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred

Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall

procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or

implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

15. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the

control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Contractor: _____ Crested Butte State of Mind _____
_____ PO BOX 1083 Crested Butte CO 81224 _____

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By:  _____

Its: Executive Director _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

CBSOM shall work in conjunction with Gunnison County to address the unique challenges substance abuse disorder in Gunnison county and to work on prevention, treatment and recovery options for county residents. CBSOM will also work to improve access to behavioral health services for children, youth, and families. In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, CBSOM shall:

- a. Manage funding for therapeutic services to prevent substance use and improve access to services for children, youth, and families.
- b. Match community members suffering from or at risk of substance use disorder (SUD) and children, youth and families with therapeutic and related services.
- c. Work with therapists in CBSOM network to provide services.
- d. Pay for eighteen (18) community members suffering from or at risk of substance use disorder (SUD) to receive therapy.
- e. Pay for ten (10) individuals, who are children, youth, and families to receive therapy.
- e. Track the number of people served by this funding, their demographics, and funds dispersed, and to provide such information to Gunnison County upon request.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Quotation; Tyler Technologies; Document Aler

Action Requested: County Manager Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Contract for the fraud alert for Recording

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

This has been consider in appropriations. I did not review for contract form.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/4/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/25/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

**Computer Software Associates, Inc.
Software and Service Agreement**

GUNNISON COUNTY
LI: 12-02

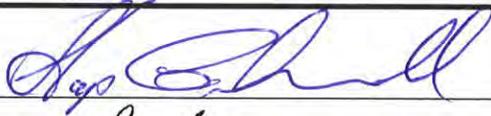
This agreement is made and entered into this 5th day of December, 2011 between Gunnison County, Colorado (hereinafter referred to as "LICENSEE") and Computer Software Associates, Inc. (hereinafter referred to as "LICENSOR") of 17 North 26th Street, Billings, Montana 59101.

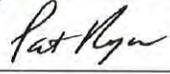
Principle Contact:	<u>Stella Dominguez</u>
License Customer Address:	<u>221 N Wisconsin Street</u>
Licensee Customer City & State:	<u>Gunnison, CO 81230</u>
Licensee Customer Telephone #:	<u>(970) 641-1516</u>

Description	Total
Software Packages Licensed	\$ 49,619
Annual Support Fees	\$ 7,228
Credit for 1st years ASF	\$ (7,228)

Notes: Does not include Travel Expenses: o Travel expenses for 1 person are estimated at \$2,500 for 2 trips (Implementation Meeting and Installation).	Grand Total	\$ 49,619
	Down Payment	(5,500)
	Remain Balance Due	\$ 44,119

THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL PRINTED LANGUAGE; THAT THEY UNDERSTAND IT AND AGREE TO BE BOUND BY THE TERMS SET FORTH HEREIN; AND THAT THEY FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE SUBJECT MATTER HEREOF, AND THAT IT SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER PRIOR COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT

Licensee (Customer) Signature:  Date: 1/10/2012

Accepted by CSA, Inc. Officer: 

**Computer Software Associates, Inc.
Appendix A - Licensed Software**

<i>Developed Software</i>		<i>Initial License Fee</i>
Document Pro Indexing and Imaging Solution Includes: Documents recorded per year -----> 7300 o Integrated Indexing and Imaging, cashiering, image annotations with Redacting, Robust Search Engine, Customer Accounting Tracking, Security Management, and Reporting o Export module for Images o Basic OCR o Includes Unlimited Full and Public Users		\$ 21,848
Batch Sanning o Allows for barcoding and batch scanning of recorded documents.		inc.
Workflow o Tracks progress of documents through county workflow process. o Allows for re-key (verification) of indexed data.		inc.
E-Recording (Electronic Indexing) o Allows for the indexing of documents via the web from external banks, mortgage companies etc.		inc.
Marriage License Module o Prints all required forms including Application & Certificate		\$ 3,296
iDoc Web Portal o Web portal allowing access to data and images via the Internet		\$ 5,813
Services	Hours	
Project Management	1	\$ 1,800
Training Services o On-site Training Class o Training Preparation	18	\$ 2,137
Conversion Services o Documents and Images from old system to new. o Conversion is capped at 60 hours.	60	\$ 7,125
Installation Services o Configurer PC's o Setup Security/User Roles o Setup Fee Structures/Revenue Accounts o Setup Instruments/Departments o Go Live Assistance	60	\$ 7,125
Server Setup/Configuration	1	\$ 475
Total Software and Services ----->		\$ 49,619

- o The License Fee for the developed and/or distributed software set out above includes object code and documentation, but does not include source code. All source code is held in Escrow and is available to all CSA clients should CSA cease to exist.
- o The Licensee (unless otherwise designated above) is responsible for providing CSA with a copy of Gunnison Counties existing Oracle Land Records Database. CSA will extract the data and populate their existing data into Document Pro.
- o The Licensee shall be billed for all services listed above at the current support services rate, plus out-of-pocket travel expenses as outlined in provision 15 of this agreement.
- o The estimates are provided for reference by the licensee and actual times may vary for each module. The Licensee will be billed for the actual time incurred.

Computer Software Associates, Inc.

Appendix B - Support Services

<i>Software Packages Licensed</i>	<i>Annual Support Fee</i>
<p>Document Pro</p> <p>Indexing and Imaging Solution</p> <p>Includes: Documents recorded per year -----> 7300</p> <ul style="list-style-type: none"> o Integrated Indexing and Imaging, cashiering, image annotations with Redacting, Robust Search Engine, Customer Accounting Tracking, Security Management, and Reporting o Export module for Images o Basic OCR <p>o Includes Unlimited Full and Public Users</p>	\$ 5,269
<p>Batch Sanning</p> <ul style="list-style-type: none"> o Allows for barcoding and batch scanning of recorded documents. 	inc.
<p>Workflow</p> <ul style="list-style-type: none"> o Tracks progress of documents through county workflow process. o Allows for re-key (verification) of indexed data. 	inc.
<p>E-Recording (Electronic Indexing)</p> <ul style="list-style-type: none"> o Allows for the indexing of documents via the web from external banks, mortgage companies etc. 	inc.
<p>Marriage License Module</p> <ul style="list-style-type: none"> o Prints all required forms including Application & Certificate 	\$ 709
<p>iDoc Web Portal</p> <ul style="list-style-type: none"> o Web portal allowing access to data and images via the Internet o Prints all required forms including Application & Certificate 	\$ 1,250
	\$ 7,228

o Licensee shall be invoiced annually for support services provided by CSA as outlined in paragraphs 2. 3 and 4 of this agreement.

Computer Software Associates, Inc. Appendix C - Financing

Financing Plan	Amount Financed	Payment Factor	Payment Per/Year
Financing Options			
Down Payment			\$ 5,500
Software	\$ 30,957		
Professional Services	\$ 18,662		
Hardware	none		
Total	\$ 49,619		
Less Down Payment	\$ (5,500)		
Total Amount Financed	\$ 44,119		
Payment Due March 2013			\$ 22,059.50
Hardware/Software Payment			
o First Payment Due			
o 0% Interest			
Annual Support and License Fees			\$ 7,228
Total Payment per Year ----->			\$ 29,288
Payment Due March 2014			\$ 22,059.50
Hardware/Software Payment			
o First Payment Due			
o 0% Interest			
Annual Support and License Fees			\$ 7,228
Total Payment per Year ----->			\$ 29,288

WITNESSETH:

WHEREAS, Licensor is the sole owner and developer of proprietary computer software, hereinafter collectively referred to as "Developed Software", and is in the business of granting licenses for the use of "Distributed Software". Distributed Software is software that is not developed directly by Licensor; and WHEREAS, Licensee is desirous of entering into a license agreement with licensor for use of Developed and/or Distributed Software; and NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **License.** Licensor hereby agrees to grant licensee a nonexclusive nontransferable license to use at Licensee's offices the software set out in Appendix "A" attached hereto and by this reference made a part hereof. Licensee shall pay to Licensor therefore the sums set out on said Appendix A in accordance with the payment schedule set out herein.
2. **Term and Termination.** This license shall commence on the date of installation, and is renewable each and every July 1st at the amount outlined in Appendix "B". This AGREEMENT shall renew for succeeding one year periods, subject to the right of the Licensee to terminate this AGREEMENT by non-payment of annual license fee and Licensee shall have no further obligation to Licensor.

This AGREEMENT may be terminated by Licensor, after ninety (90) days notice in writing to Licensee, if Licensee breaches this AGREEMENT or Licensee fails to comply with any of the terms or conditions hereof or if any charges owed by Licensee to Licensor hereunder remain unpaid for a period of 45 days. If Licensee cures said breach within said 90-day period, Licensee shall be in good standing under this AGREEMENT and Licensor shall no longer have a right to terminate this AGREEMENT for said breach. Termination of this AGREEMENT shall not affect the sums due or paid hereunder and shall not entitle Licensee to a refund of any amounts hereunder.

This AGREEMENT may be terminated by Licensee, after ninety (90) days notice in writing to Licensor, if Licensor breaches this AGREEMENT or any other agreement between Licensee and Licensor or Licensor fails to comply with any of the terms or conditions hereof. If Licensor cures said breach within said 90-day period, Licensor shall be in good standing under this AGREEMENT and Licensee shall no longer have a right to terminate this AGREEMENT for said breach.

Upon termination of this AGREEMENT, Licensee shall forthwith return all software covered hereby and all copies hereof to Licensor or Licensee shall destroy same, and certify such destruction in writing to Licensor. After the initial 1 year term, CSA may increase its annual support fees for support services once each year.

3. **Support Services and Annual License Fee.** During the term of this AGREEMENT, including any renewals, Licensor and Licensee agree Licensor shall provide the support services set out in Appendix "B" attached hereto and by this reference made a part hereof and Licensee shall pay to Licensor therefore the sums set out on said Appendix "B". Licensor and Licensee agree that this support AGREEMENT is cancelable by Licensee by non-payment of Annual License Fees and Licensee shall have no further obligation to Licensor. For the basic annual support fees indicated in attachment "B" CSA will provide support on one set of data files, consisting of:
 - A. Telephone assistance, which will be available Monday through Friday during normal CSA business hours, (8:00 AM to 5:00PM) exclusive of CSA holidays.

- B. Diagnostic services needed to correct errors in the Software or Documentation. The customer is responsible for providing CSA with sufficient information, data and portions of the Software so as to allow CSA to reproduce the error.
- C. Product Alerts
- D. Technical Bulletins
- E. Documentation updates as required

If CSA offers an update to the application software and the Licensee elects not to install the update or fails to have the updated software installed within 90 days of notification of the update, then support for the "old version" of the software beyond 90 days will be billed to the client. Telephone support outside of CSA's normal business hours is available as part of the CSA "Emergency After-Hours" support program. Calls placed for "old versions" or "after-hours" will be billable to the client at the then-current rates. Calls will be a minimum of one half (1/2) hour and will increase in increments of (15) minutes.

- 4. **Enhancements and Updates.** Licensor may from time to time offer enhancements to the Developed Software to Licensee. Such enhancements shall be in Licensor's sole discretion and Licensor shall have no obligation, expressed or implied, to enhance software. Licensee shall not be invoiced for additional license fees for copies of said enhancements, however licensee may be charged for conversion or training services associated with the enhancement. Licensor is obligated, as set out in Appendix "B" to update software as mandated by State or Federal Law.
 - A. Software changes necessitated by operating system changes initiated by your hardware per CSA's discretion.
 - B. New releases of the software.
 - C. Error corrections.
 - D. Improvements to the software per CSA's discretion.
 - E. Improvements required by state regulatory agencies.
 - F. New program products are not included.
 - G. Enhancements and updates, upon delivery to licensee, are considered to be licensed to licensee by licensor on the same terms and conditions as the license agreement under which the licensee originally licensed the software.
- 5. **Protection and Security of Licensed Software.** Licensee shall not copy the software covered hereunder and distribute same to any third party in whole or in part without permission in writing from Licensor. All copies of the software covered hereby, including but not limited to translations, compilations, and partial copies, are the property of the Licensor. Licensee shall maintain records of the number and location of all copies of the software covered hereby and shall make said records available to Licensor upon Licensor's request.
- 6. **Licensee's Responsibilities.** Licensee shall be responsible for the control and management of the use of the software covered hereby, including but not limited to, proper operating procedures, equipment configurations, audit and backup procedures, and accessibility by programming personnel of Licensor for correction of any software defects, research or recovery procedures, or checkpoints for input/output accuracy. Licensee shall be responsible for the software hereunder and bear the risk of loss for same, once the software is delivered. CSA Support Services are furnished to you with the understanding and expectation that the Software, as licensed to you, will be installed and

used in an operating environment which is:

- A. Approved for such use by CSA.
- B. Capable of remote access to Software.
- C. Properly maintained and backed up on a regular rotating schedule.
- D. Free of any other programming, which might interfere with the functioning of the Software.
- E. Undamaged and operated in accordance with the manufacture's specifications.
- F. Upgraded as necessary to accommodate future releases and versions of the Software, which may become eligible for support under the Agreement.
- G. Staffed with personnel trained to CSA's minimum training standards. Services provided when the minimum training standards are not met will not be covered by this Agreement and will be billed to you at the then-current rates for CSA services as outlined in Paragraph 15 of this agreement.
- H. Timely installation of Enhancements and Updates in the proper sequence is your responsibility. You must have the current supported version of the Software installed at all times during the term of this Agreement. Support of prior versions will be provided for 90 days. Support of versions older than 90 days will be provided at the then-current hourly support rate as outlined in Paragraph 15 of this agreement.
- I. The Support Line is not a substitute for training. If CSA feels that certain individuals need additional training, we will notify the county as to the situation and propose a resolution.
- B. All customers running CSA software are required to grant CSA access to your server through one of the following methods:
 - Terminal Server with access to the server through the Internet
 - A workstation in your network with Internet access.

7. **Limited Warranties.** Licensor warrants that it owns or has License to the software covered hereby; the software provided hereunder is the most current version thereof; and any copies of the software provided hereunder are accurate reproductions of originals; and the software is free from defects in workmanship. CSA cannot assure you that the performance of the software will be uninterrupted or error-free. CSA will make every attempt to correct reported software errors (errors do not include functional enhancements or features that the customer may decide are necessary) in a reasonable time period. CSA disclaims any warranties of merchantability of fitness for a particular purpose, with respect to all goods and services furnished under this agreement.
8. **Limitation of Liability.** Licensor's entire liability and the Licensee's exclusive remedy for damages under this AGREEMENT shall be limited to the return of the full amount of the Developed Software fees provided for herein. Lost profits or other consequential damages resulting from program performance or non-performance shall not be licensor's responsibility. Licensee shall indemnify, defend and hold Licensor harmless from all claims, demands, costs and other damages that arise from the breach of this AGREEMENT by Licensee. Licensor shall indemnify, defend and hold licensee harmless from all claims, demands, costs and other damages that arise from the breach of this AGREEMENT by Licensor.

In no event shall CSA be liable to you for any claim made against you by any other party, or for any claim by you for lost business or profits, indirect special or consequential damages, whether or not foreseeable and whether or not based upon breach of warranty, contract or tort, including negligence even if CSA has been advised of the possibility of such claim.

9. **Assignment.** The Licensee agrees that the software covered hereby may not be assigned, sold, or transferred by Licensee to another entity without the prior written consent of Licensor and any attempt to do so shall be null and void.
10. **Proprietary Information.** The Distributed Software as outlined in Appendix "A" is proprietary information and is the property of Licensor, PROGRESS Software Co., BLAST, or other software companies, Licensee hereby agrees not to disclose any of said proprietary information to any third party without written permission from Licensor. Licensor shall not be held responsible for any increase in support, maintenance or upgrade costs directly established by PROGRESS, BLAST, or other software companies.
11. **Governing Law.** This AGREEMENT shall be interpreted according to the laws of the State of Montana and this AGREEMENT is hereby deemed to be executed in Yellowstone County, Montana, all litigation arising from this AGREEMENT shall be conducted in Yellowstone County, Montana.
12. **Successors In Interest.** Except as otherwise prohibited herein, this AGREEMENT shall be binding upon all successors in interest of the parties hereto.
13. **Notices.** All notices, demands, or requests made pursuant to or required by this AGREEMENT shall be in writing and shall be sent by United States certified mail, postage prepaid, addressed to the party hereto at the address set out herein for the parties being notified in this AGREEMENT. Such notices, demands or requests so mailed shall be deemed given at the time of mailing.
14. **Entire Agreement.** This AGREEMENT comprises the entire AGREEMENT between the parties hereto and no modification or amendment hereto shall be enforceable unless the same is in writing and signed by all parties hereto.
15. **Invoicing and Payment.** Payments shall be made by Licensee to Licensor as set forth in Appendices "A" & "B". All amounts due under any invoices shall be due and payable within forty-five (45) days after the date of said invoices. As set forth in Appendices "A" and "B", Licensor shall be reimbursed for the following out-of-pocket expenses: Per diem at \$49 per day; Mileage to and from Licensor's office at a rate of \$.51 per mile; personnel travel time at \$40 per hour; and travel expenses such as air fare, motels (billed at cost incurred). Licensor's current support rate is \$118.75 per hour. After the initial contract period, Licensor reserves the right to modify the above rates.
16. **Changes.** The Licensee may, by written change order, request changes within the general scope of this AGREEMENT, in the schedule, specifications, or quantity of work to be performed hereunder, and Licensor shall be entitled to a reasonable period of time to prepare, program and install said changes. Additional fees will be charged to Licensee for such changes as set out in Appendix "A".
17. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in

determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement..

18. **Understanding.** The parties hereto state that they have read this agreement and it accurately reflects the AGREEMENT between the parties hereto and each of them agree to be bound by the terms hereof. This Agreement is the parties' entire agreement relating to the Software. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party. This Agreement is effective upon final acceptance by CSA, signified by the counter-execution and dating of this Agreement by an authorized representative as indicated below and the insertion of the Acceptance Date at the beginning of this Agreement.

GUNNISON COUNTY, COLORADO
 CAPITAL IMPROVEMENT REQUESTS
 2012 BUDGET

Department	Description	Priority	Requested Amount	Amount Approved and Recommended Funding Source										Notes
				General Fund	Conserv. Trust	Sales Tax	Road & Bridge	Airport Operations	ISF I	ISF II	Grants	Other	Declined	
GRAND TOTAL CAPITAL IMPROVEMENTS			8,126,531	747	-	122,887	888,550	260,000	-	150,000	728,380	5,291,466		



Quoted By: Erin Walker
 Quote Expiration: 3/19/24
 Quote Name: Gunnison County, CO - Document Alert

Sales Quotation For:

Gunnison County
 200 E Virginia Ave
 Gunnison, CO 81230-2248
 Phone: +1 (970) 641-1516

Tyler Software

Description	Software Total	Year One Maintenance
Records Management		
Document Alert for IDM - Document Pro		
TOTAL	\$ 5,000	\$ 1,200

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management Implementation		
Total Hours	9	

TOTAL

\$ 1,350

\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software

\$ 5,000

\$ 1,200

Total Annual

\$ 0

\$ 0

Total Tyler Services

\$ 1,350

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total

\$ 6,350

\$ 1,200

Contract Total

\$ 7,550

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, are hereby added to the December 5, 2011 Software and Service Agreement ("Original Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations:
Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Services Grant Agreement; City of Gunnison;

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

County Manager Signature requested for City of Gunnison and Gunnison Hinsdale Early Childhood Council grant agreement.

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: 1/19/2024

County Attorney Review:

Required

Not Required

Comments:

City does not accept edits made by CAO. CAO edits included deleting insurance requirement on County by City (section 5), making the last sentence of section 4 reciprocal, and cleaning up language. The current version the City provided has the above noted legal deficiencies and acceptance is a business decision. SO 1/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/25/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective as dated below, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Fourteen Thousand Dollars and No Cents (\$14,000.00), within thirty (30) days of execution of this agreement to be used for Gunnison Hinsdale Early Childhood Council to accomplish the following objectives by COUNTY:

1) Continue the GHECC and MRS work to raise community awareness around the issues facing early childhood education in the following ways:

- Community presentations on the current early childhood landscape
- Continue surveying the Early Childhood Workforce and parents in the community on their needs for early childhood care and education.
- Increase Latinx community's awareness around resources available.

2) Increase access to quality early childhood care and education.

- The GHECC and MRS staff will continue organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses

necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.

- The GHECC and MRS staff will plan the 2024 Nurturing the Young Child Conference, which will provide 5 hours of continuing education. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.
- The GHECC staff will continue to work closely with Western Colorado University to develop an Early Childhood Education Certificate Program.

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

- GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system.

- Stipends will be rewarded as follows:

- Credential Level 1 \$100 Stipend (1st yr. applicants) \$200 (2nd or 3rd yr. applicants)
- Credential Level 2 \$200 Stipend (1st yr. applicants) \$400 (2nd or 3rd yr. applicants)
- Credential Level 3 \$300 Stipend (1st yr. applicants) \$600 (2nd or 3rd yr. applicants)
- Credential Level 4-6 \$400 Stipend (1st yr. applicants) \$800 (2nd or 3rd yr. applicants)

- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2023 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2024, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated

objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.

- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY 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 CITY.

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

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.
- (b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY 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.

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach

of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. 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:

CITY: Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY: GUNNISON COUNTY
Lana Athey
220 N. Spruce Street
Gunnison, CO 81230
Email: lathey@gunnisoncounty.org

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.

10. 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.

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 CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. 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.

13. 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.

14. 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.

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.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Diego Plata
Mayor

Erica Boucher
City Clerk

GUNNISON COUNTY

By: _____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Service Grant Agreement; City of Gunnison;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County - City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2024 grant from the city of gunnison

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/18/2024

County Attorney Review:

Required

Not Required

Comments:

City does not accept edits made by CAO. CAO edits included deleting insurance requirement on County by City (section 5), making the last sentence of section 4 reciprocal, and cleaning up language. The current version the City provided has the above noted legal deficiencies and acceptance is a business decision. SO 1/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/25/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective as dated below, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

(a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Eight Thousand Dollars and No Cents (\$8,000.00), within thirty (30) days of execution of this agreement to be used for Behind the Wheel to accomplish the following objectives by COUNTY:

1) By December 2024, Driver's education will be provided for 40 youth including a behind the wheel component for up to 30 youth

2) By December 2024 GCSAPP will partner with the school to help register youth for drivers education

3) By December 2024 youth enrolled in the program will receive prevention education sessions.

(b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.

- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2023 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2024, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY 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 CITY.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.

- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,195,000.00).
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,195,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.
- (b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with COUNTY and, therefore, COUNTY shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY 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.

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;

- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. 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:

CITY: Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY: GUNNISON COUNTY
Kari Commerford
200 East Virginia Ave.
Gunnison, CO 81230
Email: kcommerford@gunnisoncounty.org

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.

10. 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.

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 CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. 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.

13. 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.

14. 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.

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.

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Diego Plata
Mayor

Erica Boucher

City Clerk

GUNNISON COUNTY

By: _____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

Melanie Bolig
Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached appointment of Sue Navy, representing HCCA, to the Gunnison Basin Sage-grouse Strategic Committee.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

Katherine Haase

Subject: FW: [External Email]Re[2]: [External Email]HCCA Strategic Committee membership

From: Sue Navy <suenavy@gmail.com>

Sent: Tuesday, January 30, 2024 11:08 AM

To: Rummel, Aleshia - FPAC-NRCS, CO <Aleshia.Rummel@co.nacdnet.net>

Subject: [External Email]HCCA Strategic Committee membership

Hi Aleshia,

I'm writing to let you know that I would like to continue to represent HCCA on the Strategic Committee. As Acting Director of HCCA at the moment, I appoint myself. Our new Advocacy Director, Jon Hare, who begins working for HCCA on Feb. 5, concurs with my appointment. I wanted to get this to you before then.

My thanks to Jonathan, Liz and Laura for the opportunity to serve on this important committee.

Thank you!

Sue Navy

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Transportation Highway User

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Annually the BOCC must submit a signed document attesting to the mileage being claimed in the County road network. There are no changes to the network for 2024. This document is required to receive funding.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024



Colorado Department of Transportation Gunnison Co Signature Sheet

FIPS Code : 051

1/22/2024

- 230.760 miles of arterial streets
- 611.890 miles of local streets
- 842.650 total miles of H.U.T. eligible streets
- 181.120 miles of non H.U.T. eligible streets - Maintained by others
- 107.050 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Commissioner Date

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Martin Schmidt 970-641-0044
Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2024-2025 Benefits Enrollment Center Agreement; Na

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: National Council on Aging

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This funding will support the work of the Senior Resource Team enrolling underserved populations in public benefit programs

Fiscal Impact: 25000

Submitted by: Elizabeth Holena

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

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

NCOA Purchase Requisition number (PR) Assigned: _____

Grantee Agreement

This Grantee Agreement (“Agreement”) is entered into by the National Council on Aging Inc., hereinafter referred to as “NCOA”, and Gunnison County Aging Resource Office, hereinafter referred to as “GRANTEE”. The GRANTEE agrees to operate the project in accord with the terms and conditions hereof and any and exhibits included herein. This Agreement is contingent, in its entirety, on GRANTEE'S strict conformance with the terms of this Agreement.

GRANTOR	GRANTEE	
National Council on Aging 251 18 th Street, South Suite 500 Arlington, VA 22202	Gunnison County Aging Resource Office 200 West Virginia Gunnison,US-CO81230-2626 Organization UEI #: NSN9FAGKEDJ9 State of Inc. (if diff. from above): Colorado Organization Congressional District: District 3 Is Org. registered in SAM.gov: Yes Current SAM.gov expiration: 2024-04-09	
GRANTEE GRANT PERIOD	2024-01-01 - 2025-08-31	
Funds Awarded (the “Grant Funding”)	\$25,000	
NCOA’s Federal Source (if applicable):	Assistance Listing # (formerly CFDA #): 93.071	Gunnison County Aging Resource Office
Method of Payment	<input type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Advance Payment <input checked="" type="checkbox"/> Other \$12,500 upon signed grant agreement \$12,500 upon approval first financial report (6-month report)
Approved for NCOA by:	Approved for GRANTEE by:	

Name: Title:	Name: Title:	
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ADDITIONAL TERMS AND CONDITIONS

WHEREAS, NCOA and the GRANTEE desire to enter into this Agreement whereby NCOA will provide grant funding to GRANTEE during the Grant Period contingent upon the provision of certain services as described in this Agreement.

That NCOA and the GRANTEE acting by and through their representatives have collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and compliance with the terms and conditions described herein.

I. PURPOSE

A. Project Objectives

The GRANTEE understands and agrees that the purpose of the Agreement is to provide funding to GRANTEE during the Grant Period to:

Use person- centered strategies in a coordinated, community-wide approach to find and enroll Medicare beneficiaries—both older adults aged 65+ years and adults living with disabilities — who have limited income and resources to access available benefits. The primary focus of the grant is on the following five core benefit programs:

- Medicare Part D Extra Help (or Low-Income Subsidy, LIS)
- Medicare Savings Program (MSP)
- Supplemental Nutrition Assistance Program (SNAP, formerly food stamps)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Medicaid

The primary objectives, to be undertaken over the Grant Period, include:

1. Submit new enrollment or renewal applications with or on behalf of 100 clients in one of the five core benefits.
2. Provide quarterly reporting on all relevant metrics.
3. Participate in training on BenefitsCheckUp® and other onboarding required trainings to promote successful grants management.

B. Special Assurances

1. GRANTEE agrees to use its best efforts to comply with all terms and conditions of this Agreement.
2. In the event that GRANTEE is unable or unwilling to perform such services in a manner consistent with the terms of this Agreement, GRANTEE shall immediately notify NCOA in writing of such fact and the reasons therefor in reasonably sufficient detail, including whether such inability or unwillingness is temporary or permanent.
3. If the underlying grant is funded by a U.S. Government agency or a funder that has specific requirements that are set forth in the request for proposal or application process, GRANTEE agrees to abide by all such requirements and provisions made known to GRANTEE, either through the proposal or application process or as explicitly designated below.

All funds provided to successful applicants under this grant program are federal funds from the U.S. Department of Health and Human Services Administration for Community Living. As such, all current federal rules apply and must be adhered to by grantees. The full grants policy can be found here: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

II. GRANTEE RELATIONSHIP

A. GRANTEE Representations, Warranties and Covenants

GRANTEE represents warrants and covenants that:

1. at all times during the Grant Period it is and shall be in compliance with all applicable state and federal laws, regulations, requirements and standards and all requirements of all funding sources;
2. it possesses the legal right and authority and has obtained all necessary and appropriate official action necessary for GRANTEE to

- enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.
3. the person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions herein set forth;
 4. all statements and responses provided by GRANTEE to NCOA in its grant application and related documents which gave rise to this Agreement were when given and remain accurate and complete in all material respects.
 5. If the subgrant/contract award amount is in excess of \$150,000, the subgrantee/contractor confirms it complies with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – and all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 6. By signing this agreement, the subgrantee/contractor confirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 7. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - a. For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 8. This grant award and employees working on this subaward will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.
 - a. The GRANTEE shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.908.
 9. Grantee is prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 10. The General Provisions in the Consolidated Appropriations Act, 2021, Public Law 116-260, includes provisions for a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. This amount reflects an individual’s base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement.
 11. Security and Privacy: Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

B. Breach of Representations and Warranties

In addition to any rights NCOA may have under this Agreement, NCOA shall have the right to terminate this Agreement immediately upon written notice to GRANTEE in the event of any breach by GRANTEE of the foregoing representations, warranties and covenants. In such event, GRANTEE shall immediately refund to NCOA all Grant Funding received as of the effective date of suspension or termination.

C. Independent Contractor

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. NCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or NCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold NCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims brought against NCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, relating to GRANTEE's employees or staff arising from the performance of services under this Agreement.

D. Prohibition against Lobbying

1. GRANTEE will not knowingly attempt to influence any member of Congress, State or local legislator to favor or oppose any legislation or appropriation associated with this Agreement.
2. Grant Funding shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or state or local legislatures.
3. Grant Funding shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting on behalf of such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress or state or local legislatures.

E. Scope of Agreement

1. This Agreement constitutes the entire agreement by the parties hereto concerning the work and services to be performed and the Grant Funding provided hereunder, and any prior or contemporaneous, oral or written agreement which varies from the terms hereof shall be void. This Agreement may only be amended by a writing clearly setting forth the amendments and signed by both parties.
2. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
3. The following sub-grant modifications require written approval from NCOA:
 1. To change the scope of the project objectives and/or activities.
 2. To change the required funding amounts necessary to fulfill the stated project objectives.
 3. To reallocate between budget line items an amount greater than ten percent of the total sub-grant award
 4. To add a line item to the budget
 5. To sub-grant or contract any portion of this award to a third party
 6. To change the effective period of the agreement.

F. Reporting and Evaluation Participation Requirements

1. GRANTEE will be responsible for the following reporting and evaluation participation requirements:
 1. GRANTEE will be required to provide quarterly Web-based reports on progress toward GRANTEE'S outreach and enrollment goals in a timely manner. NCOA will provide the format for such reports.
 2. GRANTEE will be required to provide two interim financial report on grant expenditures at 6 months and 12 months after executed Grant Agreement. A final financial report and final narrative report will be due one month after the end of the Grant Period.
 3. GRANTEE will be required to respond promptly to periodic emails and web-based surveys aimed at gathering information, such

as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. GRANTEE will be required to share samples of materials and tools that are developed under this project.

4. GRANTEE will provide all such additional reports and information as may be reasonably requested by NCOA during the Grant Period.

G. Indemnification

1. Each party shall indemnify, defend and hold harmless the other for all liabilities, costs, claims and expenses, including, without limitation, reasonable attorneys' fees, arising from third party claims brought against the other party for personal injury or death or damage to real property or intangible or tangible personal property to the extent caused by the negligent acts or omissions of the indemnifying party, provided, however, if there also is fault on the part of the other party or any entity or individual indemnified under this Agreement or any entity or individual acting on an indemnified party's behalf, the foregoing indemnification shall be administered on a comparative fault basis.
2. Each party shall promptly notify the other party in writing of any and all litigation, claims, notices or demands known to such party, whether made against it or the other party, in connection with this Agreement. Each party shall cooperate with the other in the defense or handling of any claim, action or investigation relating to this Agreement. In all circumstances, the indemnifying party shall have sole control of the defense and resolution of the claim. The indemnifying party may settle or compromise or consent to the entry of any judgment without the consent of the indemnified party, as long as such settlement, compromise or judgement does not include any admission of fault on the part of the indemnified party. In such event, the consent of the indemnified party shall be required, which shall not be unreasonably withheld.
3. In all circumstances, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its sole expense, and shall cooperate with the indemnifying party in the defense of any claim.

H. Subcontractors

GRANTEE shall not subcontract or delegate any portion of the work under this Agreement to any third party without NCOA's prior written consent and approval, which consent and approval may be given in NCOA's sole discretion, and which may be obtained in the application/review process. As appropriate for those not approved in advance, GRANTEE shall provide NCOA written notice of any proposed subcontracting, including information about the services to be subcontracted, the identity of the subcontractor and other reasonable detail for NCOA to consider such request. NCOA may withhold its consent by notice to GRANTEE within fifteen (15) calendar days after receipt of written notice from GRANTEE of the proposed subcontractor. Failure of NCOA to respond to a request for consent from GRANTEE within such fifteen (15) calendar day period shall be deemed to be NCOA's approval of the subcontractor. GRANTEE shall be responsible and solely liable for the acts and omissions of its approved subcontractors performing services on its behalf under this Agreement, including the performance of any subcontractors and their respective affiliates and shall be liable for and indemnify, defend and hold NCOA harmless for such subcontractors' (and their respective affiliates') misuse or misappropriation of any Confidential Information and/or any breach of the terms of this Agreement or the subcontractor's agreement with GRANTEE.

I. Audits

All GRANTEES are required to have audits performed in accordance with 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

III. GENERAL ADMINISTRATIVE PROVISIONS

A. Period of Performance

The term of this Agreement shall be for the period as designated on Page 1 of this Agreement, and as may be changed only by a mutually approved written amendment to this Agreement.

B. Total Funds Awarded

GRANTEE will be provided Grant Funding as described in the payment schedule shown on Page 1 of this Agreement. Payments will be distributed via check to the GRANTEE only after receipt of this Agreement, signed by both parties, and a completed W-9 form. It is understood and agreed that in no event shall the total distribution of grant funds made by NCOA to GRANTEE during the term of the Agreement exceed the amount of Grant Funding designated on Page 1 or as further adjusted by a mutually approved amendment of this Agreement. NCOA may withhold payments to GRANTEE on a Corrective Action Plan until the Corrective Action Plan is resolved. GRANTEE is responsible for following all applicable regulations promulgated under 2 CFR Part 200; Uniform Administrative

Requirements, Cost Principles, and Audit Requirements. The contract could be terminated or amended in the event federal grant funding is reduced or not renewed.

C. Agreement Termination

1) Termination for Cause

- a. NCOA retains the right to terminate this Agreement in NCOA's discretion if NCOA has a reasonable basis for believing GRANTEE is not or will not be carrying out the project as specified herein. If the GRANTEE fails to perform in whole or in part the terms of this Agreement or fails to make sufficient progress so as to endanger performance, NCOA will notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE has ten (10) business days in which to respond with a written plan acceptable to NCOA for correction of deficiencies. If the GRANTEE does not respond within such ten (10) business days with an appropriate corrective action plan, NCOA may terminate this Agreement immediately upon written notice to GRANTEE which termination will become effective on the date specified by NCOA in such notice.
- a. Either party may terminate this Agreement upon at least thirty (30) days' advance written notice in the event of a material breach of the terms and conditions of this Agreement by the other party and failure to cure such breach within the thirty (30) day period following receipt of such written notice.

2) Termination for Convenience

Either party may terminate this Agreement for convenience by providing the other party at least thirty (30) days' advance written notice of such termination. Such notice shall specify the effective date of termination. The GRANTEE shall be entitled to receive just and equitable compensation for any allowable services satisfactorily performed hereunder through the date of termination.

3) Termination for Failure to Execute Program

NCOA shall have the right to terminate this Agreement, in NCOA's discretion, in the event of non-compliance by GRANTEE with GRANTEE's obligations set forth herein, or if NCOA has a reasonable basis for believing the GRANTEE is not or will not be carrying out the project as specified herein.

4) Notice of Termination/ Partial Termination

Whenever for any reason NCOA shall determine that such termination is necessary, any such termination shall be effective by delivery to the GRANTEE of a Notice of Termination specifying whether termination is for cause or for the convenience of NCOA, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination of this Agreement, NCOA will determine the amount due the GRANTEE, or otherwise, such sum will in no event exceed the Grant Funding set forth in the first page of this Agreement.

In the event of a partial termination, the portion of the Grant Funding which is payable with respect to the services under the continued portion of the Agreement shall be equitably adjusted by NCOA, and such adjustment shall be evidenced by a written modification to this Agreement.

IV. MISCELLANEOUS

A. Advertising/Publicity

Except as otherwise agreed by the parties, or required by NCOA to achieve Project objectives, neither party shall, without the prior written consent of the other, use in advertising, publicity, on the internet or otherwise the names, trade names, service marks, trade dress or logo of the other party or any of its affiliates or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties. In accordance with the Federally required Stevens Amendment, any public publications, products, communications, or programs developed under this Agreement must include an acknowledgement of federal funding from ACL.

Stevens Amendment: You must comply with all terms and conditions outlined in the grant award. This includes the Department of Health and Human Services (HHS) Grants Policy Statement (GPS). You must comply with HHS grants administration regulations, program statutes and regulations, and any applicable appropriation act requirements or limitations. The terms and conditions of this award include the provisions and requirements from the applicable notice of funding opportunity or other funding solicitation. You must use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other ACL supported publications and forums describing projects or programs funded in whole or in part with ACL funding.

HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for

Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

B. Successors and Assigns

Without NCOA's express prior written consent, which may be withheld in NCOA's sole discretion, GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement. For clarity, provisions that survive termination shall include Section II (G) (Indemnification), Section IV(D) (Confidentiality) and Section IV(E) (Governing Law) and Section IV(F) (Disclaimers/Liability Limits).

D. Confidential Information

This Agreement shall apply to all confidential and proprietary information disclosed by each party to the other including, but not limited to, data relating to a party's products, equipment, inventions, discoveries, trade secrets, secret processes, knowledge databases and proposals which access knowledge databases, financial data, personnel records, patient records, medical records, health information, test results, proprietary computer programs, marketing information, and any other similar information which is (a) clearly marked to indicate its confidential or proprietary status, if disclosed by one party to the other in written, graphic, recorded, photographic or any machine readable form, or (b) by its nature proprietary or non-public, even if not marked and regardless how it is disclosed. A party's Confidential Information shall include Confidential Information of a party's contractors, agents, and vendors.

"Confidential Information" shall not include information which (a) was already known to either party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain through no breach of the Agreement or other wrongful act of either party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of either party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that NCOA has been given reasonable notice of the pendency of such an order the opportunity to contest it.

Both parties agree that they will be deemed to be in a fiduciary relationship of confidence with respect to the Confidential Information disclosed to it by the other party. Both parties agree to hold the other's Confidential Information in strict confidence and not to disclose such information to any third party, or to use it for any purpose other than that contemplated by the parties at the execution of this Agreement. Both parties agrees that it will employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary. Either party may disclose the other's Confidential Information only to those employees having a need to know and only to the extent necessary to enable the parties to adequately perform their respective responsibilities.

No copies of the Confidential Information shall be made by either party except as may be necessary to perform services relating to the Confidential Information. If requested by NCOA, GRANTEE agrees to destroy any Confidential Information of NCOA in its possession or control.

Each party acknowledges the any unauthorized disclosure or unauthorized use of Confidential Information by the receiving party will cause irreparable harm and loss to the disclosing party. In the event of any actual or threatened breach of this provision by a receiving party, the disclosing party shall be entitled to seek emergency interim relief prohibiting disclosure of its Confidential Information, which action shall not restrict or limit any other remedies legal or equitable that the disclosing party determines to seek.

Notwithstanding the foregoing, each party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (b) on a "need-to-know" basis under an obligation of confidentiality to its attorneys, accountants, banks and other financing sources and their advisors. In the event of a proposed disclosure hereunder, reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the party required to make the disclosure will reasonably cooperate in such efforts. Any Confidential Information so disclosed shall continue to be treated as confidential in accordance with this Agreement until and unless it falls within one of the exceptions set forth above.

E. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to choice of law principles. Any action brought under or in relation to this Agreement shall be brought in a State or Federal court with venue in the State of Virginia, Arlington County. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

F. Disclaimers/ Liability Limits

1) EXCEPT FOR A BREACH OF SECTION IV(D) (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION II(G), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR COSTS OF SUBSTITUTE SERVICES) ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR HAS CONSTRUCTIVE KNOWLEDGE OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN ANY EVENT, NCOA'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE TOTAL AMOUNT OF THE GRANT FUNDING PAID AND PAYABLE BY NCOA TO THE GRANTEE UNDER THIS AGREEMENT.

2) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. Notices

Any notices, correspondence or other communications relating to this Agreement required or permitted to be given hereunder will be sufficient if made in writing and sent by official postal services (e.g. US mail, FedEx) , facsimile, email or by hand delivery. Notices shall be addressed to the physical or email address(es) as set forth on the first page of this Agreement, or such other address in the United States as either party may specify for itself by notice to the other party as provided herein. Notice shall be deemed served upon postal service or recipient acknowledgement of receipt. For clarity, email or other electronic notice shall be deemed served upon recipient's express acknowledgement of receipt.

**2024 – 2025 Benefits Enrollment Center Agreement
Addendum A**

Additional information required from each subgrantee

To comply with the grant agreement and the Federal Funding Accountability and Transparency Act (FFATA), the grantor requires the following information from each subgrantee. Please note that receipt of this information within 10 days of the beginning of the grant term is required:

1. Unique Entity Identifier (UEI) number:
2. Address (including Zip+4):
3. Did the subgrantee (the legal entity to which the UEI provided belongs) receive 80% or more of its annual gross revenues from Federal sources as defined at 2 CFR 170.320 for the preceding fiscal year **and** did that amount equal or exceed \$30,000,000? “Federal sources” includes grants, cooperative agreements, contracts, subgrants, subcontracts, procurement contracts, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions and other financial assistance transactions that authorize the subgrantee’s spending of federal funds.

___Yes ___No

4. If yes to question 3, does the public have access to information on the compensation of executives (of the legal entity to which the UEI provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (Note: Section 6104 of the Internal Revenue Code of 1986 covers the filing and public inspection requirements of Form 990).

___Yes ___No

5. If no to question 4, please provide the names and total compensation of the subgrantee’s five highest compensated executives for the preceding fiscal year:

Name	Total Compensation (see Note 1)

Note 1: “Total compensation” means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): I. Salary and bonus. II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial 16 Updated 05/12/2021 Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. V. Above-market earnings on deferred compensation which is not tax qualified. VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Berkle

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 01/01/2024

Term Ends:

Grant Contract #:

Summary:

2024 Stop Loss Renewal Amendment

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: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/25/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

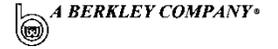
Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

Berkley Life and Health Insurance Company



Urbandale, Iowa

Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690

Renewal Schedule of Insurance

Policyholder: Gunnison County

State of Issue: CO

Policy Number: ERL L24101797 002

Original Effective Date: 01/01/2023

Renewal Effective Date: January 01, 2024

Policy Period January 01, 2024 through December 31, 2024

PERSONS TO BE COVERED UNDER THE STOP LOSS POLICY: Covered Person(s) who meet the eligibility requirements as set forth under the Policyholder's employee benefit Plan, including:

- COBRA Continuees

AGGREGATE STOP LOSS Yes No

Benefit Period:

Losses Incurred from **January 01, 2022** through **December 31, 2024**
and Paid from **January 01, 2024** through **December 31, 2024**.

Plan Coverages applying to Aggregate Stop Loss:

Included	Not Included		Included	Not Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision Care
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disability Income
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other

Aggregate Percentage Reimbursable (Excess of Attachment Point) 100% all covered Plan benefits

Monthly Aggregate Factors:

	Employee	Employee & Spouse	Employee & Child(ren)	Employee & Family
Medical	\$661.16	\$1,317.03	\$1,165.63	\$1,978.21
Dental	\$0.00	\$0.00	\$0.00	\$0.00
Vision	\$0.00	\$0.00	\$0.00	\$0.00
Disability Income	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00

All included coverages are combined for determination of Aggregate Stop Loss liability under the terms of this Policy.

Maximum Aggregate Benefit per Benefit Period (Excess of Annual Aggregate Attachment Point)	<u>\$1,000,000.00</u>
Maximum Plan Losses per Covered Person per Benefit Period	<u>\$60,000.00</u>
Minimum Annual Aggregate Attachment Point	<u>\$1,814,397.36</u>

SPECIFIC STOP LOSS

Yes No

Benefit Period:

Losses Incurred from **January 01, 2022** through **December 31, 2024**
and Paid from **January 01, 2024** through **December 31, 2024**.

Plan Coverages applying to Specific Stop Loss:

Included	Not Included		Included	Not Included	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision Care
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disability Income
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Specific Deductible (Per Covered Person) **\$60,000.00**

Special Limitations: The Policyholder has standalone 1st dollar organ transplant coverage. The organ transplant coverage will be in effect for the entire policy period and will always be the primary payor to the Employers Plan.

The ELAP Max program will be used in lieu of a traditional PPO for facility services, with standard reimbursement at the greater of 112% of cost or 120% of Medicare, with PHCS used for non-facility services, and program fees of up to 12% of billed charges will count toward stop loss.

Inclusion of Plan Alignment does not delegate authority to the Policyholder or any third party in making final claim determinations under stop loss.

An Individual Specific Deductible of \$200,000 for Clayton Pierce. Claims that apply to the Aggregate Coverage for this covered person are limited to the Policy Specific Deductible.

Aggregating Specific Deductible **\$40,000.00**
(if Aggregating Specific Endorsement is selected)

Specific Percentage Reimbursable **100% all covered Plan benefits**
(Excess of Deductible)

Annual Maximum Specific Benefit **Unlimited**
(per Covered Person in excess of the Specific Deductible)

PREMIUMS

Aggregate Premium per (month/annum):	Composite	<u>\$11.03</u>
Specific Premium per month:	Employee	<u>\$127.22</u>
	Employee & Child(ren)	<u>\$224.29</u>
	Employee & Spouse	<u>\$253.42</u>
	Employee & Family	<u>\$380.64</u>

ENDORSEMENTS ATTACHED:

<input checked="" type="checkbox"/> Specific Simultaneous Funding	<u>Included</u>
<input checked="" type="checkbox"/> Aggregating Specific	<u>\$40,000.00</u>
<input checked="" type="checkbox"/> Experimental or Investigative Services	<u>Included</u>
<input checked="" type="checkbox"/> Exclusions	<u>Included</u>
<input checked="" type="checkbox"/> Actively at Work	<u>Included</u>
<input checked="" type="checkbox"/> Appeals	<u>Included</u>

DESIGNATED TPA:

TPA Name Imagine360

Address 12770 Merit Dr., Ste 200; Park Central 8	City Dallas	State TX 75251	Zip
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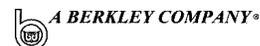
In accepting this renewal, the Policyholder represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Policyholder to the proposed renewal Policy. Accordingly, this renewal Schedule of Insurance, including any required Disclosure Statement, will be a part of the Policy if accepted by the Company.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Signed at _____ this ___ day of _____, 2024

Signed for the Policyholder	
X	
Name	Title

Berkley Life and Health Insurance Company



Urbandale, Iowa
Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690

Payment Integrity Endorsement

This Endorsement revises and becomes a part of the Policy to which it is attached. This Endorsement is subject to all the provisions, limitations, and exclusions of the Policy, except as they are specifically modified herein. In the event any provision of the Policy and this Endorsement conflict, the terms of this Endorsement shall govern. Please read this Endorsement carefully.

This Endorsement attaches to and is made part of Policy Number ERL L24101797 002 issued to Gunnison County.

In the event Covered Services are incurred for a Covered Person at a health care facility and those services exceed \$50,000.00 and you, prior to payment of those charges, have an audit of the facility bill completed by a third party audit firm that is on the approved list of the Company's authorized firms, the Specific Deductible for that claim will be reduced by 25% of the realized savings up to a maximum of \$25,000. Should the Specific Deductible have already been met for the Covered Person then the Policyholder will receive 10% of any realized savings identified during the audit. A copy of the completed report must be submitted to the Company when the claim is submitted for consideration. Realized savings are the actual dollar savings determined by deducting the amount of the claim submitted for reimbursement against the amount that would have been reimbursed had the audit not occurred.

All other terms, conditions, limitations and exclusions of the Policy remain unchanged.

EFFECTIVE DATE OF ENDORSEMENT: : 01/01/2024

Signed for the Company:

A handwritten signature in black ink, appearing to be 'L. M. ...', written over a light blue circular stamp.

President

A handwritten signature in black ink that reads 'Philip S. Welt'.

Secretary

Cell and Gene Therapy Step Down Deductible Endorsement

This Endorsement revises and becomes a part of the Policy to which it is attached. This Endorsement is subject to all the provisions, limitations, and exclusions of the Policy, except as they are specifically modified herein. In the event any provision of the Policy and this Endorsement conflict, the terms of this Endorsement shall govern. Please read this Endorsement carefully.

This Endorsement attaches to and is made part of Policy Number ERL L24101797 002 issued to Gunnison County.

Cell and Gene Therapy means certain procedures and therapies used to treat certain complex conditions which are approved by the United State Food and Drug Administration (FDA). Cell Therapy means the transfer of live cells into a patient to lessen or cure a disease using cells from the patient or a donor. Gene Therapy means the treatment of a disease by replacing a missing or mutated gene in the target cell to correct the missing function.

The Following Definitions are added to the Policy:

Emerging Therapy Solutions (ETS)

Emerging Therapy Solutions (ETS) offers a comprehensive suite of services for cell and gene therapies and has contracted with medical care facilities that provide cell and gene therapy services.

ETS Center(s) of Excellence

ETS Center(s) of Excellence shall mean medical care facilities that have contracted and been credentialed to provide the ETS Specialty Services.

ETS Specialty Services

ETS Specialty Services are those procedures and therapies found on the ETS Specialty Services Current Cell and Gene Therapy List, as well as associated services and supplies used to treat certain complex conditions covered under the Plan and this Policy. This list is likely to change from time to time with the availability of new therapies and medical innovations and can be found at www.emergingtherapies.com.

Cell and Gene Therapy Step Down Deductible Benefit

Your Specific Deductible shown in the Schedule of Insurance for a Covered Person will be reduced if the following criteria are met:

1. Your Plan requires precertification for Cell and Gene-related procedures and therapies shown in the ETS Specialty Services list; and treats ETS' Centers of Excellence as in-network providers;
2. You require your Designated TPA and provider network(s) to permit Covered Person(s) to access the ETS' Centers of Excellence;

3. You have advised the Covered Person(s) that they may access the ETS' Centers of Excellence if they received testing that determined Cell and Gene Therapy is appropriate and otherwise covered under the Plan and this Policy;
4. You agree to waive any exclusion under your Plan that would conflict with any contracted arrangement, including such expenses to procure therapies when that fee is included in the negotiated arrangement; and
5. You have advised your Designated TPA and medical management vendor(s) that Covered Person(s) may access ETS' Centers of Excellence and instruct your Designated TPA and medical management vendor(s) to contact ETS at (877) 445-4822 when they receive notice that a Covered Person may require a Cell or Gene Therapy diagnosis that is contained in the ETS Specialty Services Current Cell and Gene Therapy List

If all of the above criteria are satisfied by you and your Plan, and a Covered Person receives a Cell Therapy or Gene Therapy performed through an ETS' Centers of Excellence, we will reduce your Specific Deductible by the following amounts for the Covered Person in the Benefit Period in which the Cell or Gene Therapy claim is Incurred and Paid. We will reimburse the access fee charged by ETS, if any.

Specific Deductible	Reduction Amount
\$10,000 - \$100,000	50%
\$100,001 - \$250,000	35%
\$250,001 and over	30%

In any event, the maximum deductible reduction is capped at \$75,000 per Covered Person per Benefit Period.

The reduced Specific Deductible will be a one-time reduction per Covered Person that will apply in the Benefit Period in which the therapy is Incurred and Paid.

All other terms, conditions, limitations and exclusions of the Policy remain unchanged.

EFFECTIVE DATE OF ENDORSEMENT: 01/01/2024

Signed for the Company:



President



Secretary

BERKLEY LIFE AND HEALTH INSURANCE COMPANY

PRIVACY NOTICE

Berkley Life and Health Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." This notice describes our privacy policy and how we treat the nonpublic personal information about our customers that we receive from them (Information").

Why We Collect and How We Use Information.

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about the Producer's as may be required or permitted by law.

Your insurance agent or Producer also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

How We Collect Information.

Most Information collected by us is provided by you or your insurance agent or Producer to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or Producer or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

Information We Disclose.

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information.

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or Producer, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information.

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our

products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information.

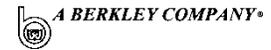
Upon our receipt of your written request to us at Berkley Life and Health Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

Requirements for Privacy Notice.

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please visit our website, www.wrberkley.com or send your request for information to the W.R. Berkley Corporation's Chief Compliance Officer at 475 Steamboat Road, Greenwich, Connecticut 06836-2519.

Revised: June 25, 2019

Berkley Life and Health Insurance Company



Urbandale, Iowa
 Underwriting Office:
 2445 Kuser Road, Suite 201
 Hamilton Square, NJ 08690

Stop Loss Insurance Application

Application is hereby made to the Berkley Life and Health Insurance Company ("Company") for Aggregate and Specific Stop Loss Insurance. This Application must be accepted and approved by the Company prior to any insurance being in effect.

POLICYHOLDER INFORMATION			
1. Full legal name of Policyholder Gunnison County			
2. Key contact at Policyholder Matthew Birnie – County Manager			
3. Address	City	State	Zip
200 E Virginia Ave	Gunnison	CO	81230
4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) that are to be included. List legal names and addresses of such companies: N/A			
5. Nature of Policyholder's business <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input checked="" type="checkbox"/> Other (please describe) County			
6. Insurance applied for replaces prior coverage as follows:			
<u>Name of company</u>	<u>Type of coverage</u>	<u>Termination date</u>	
Vista	Self-funded	12/31/22	
7. Full name of the Employee Benefit Plan GUNNISON COUNTY, COLORADO EMPLOYEE MEDICAL BENEFIT PLAN			
8. Name and address of Policyholder's Third Party Administrator Imagine360: 12770 Merit Dr., Suite 200 Park Central 8, Dallas, TX 75251			
9. Proposed initial Policy period January 01, 2023 to December 31, 2023			
10. Persons to be covered under the Stop Loss Policy Employees and dependents who meet the eligibility requirements, as set forth under the Policyholder's Employee Benefit Plan, with the exceptions noted below:			
<u>Yes*</u>	<u>No</u>	<u>Yes*</u>	<u>No</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retired employees		Employees who are not Actively at Work	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COBRA continuees			
* All "Yes" answers must have a Disclosure Statement attached to this Application.			
11. Total eligible employees		Estimated initial enrollment	
140		140	

Berkley Life and Health Insurance Company is a member company of the W.R. Berkley Corporation.

AGGREGATE STOP LOSS																												
12. <u>Yes</u> <u>No</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Aggregate Stop Loss																												
Aggregate Stop Loss Benefit Period: Losses Incurred from January 01, 2022 through December 31, 2023 and Paid from January 01, 2023 through December 31, 2023 Losses Incurred prior to the original Policy Effective Date will be limited to \$271,700.00																												
Plan Coverages applying to Aggregate Stop Loss:																												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><u>Included</u></td> <td style="width:15%;"><u>Not Included</u></td> <td style="width:30%;"></td> <td style="width:15%;"><u>Included</u></td> <td style="width:15%;"><u>Not Included</u></td> <td style="width:10%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Medical</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Vision Care</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Prescription Drugs</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Disability Income</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Dental Care</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Other:</td> </tr> </table>	<u>Included</u>	<u>Not Included</u>		<u>Included</u>	<u>Not Included</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disability Income	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:	Aggregate Percentage Reimbursable (Excess of Attachment Point) <u>100%</u>			
<u>Included</u>	<u>Not Included</u>		<u>Included</u>	<u>Not Included</u>																								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision Care																							
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:																							
Monthly Aggregate Factors:																												
	<u>Employee</u>		<u>Employee & Spouse</u>		<u>Employee & Child(ren)</u>		<u>Employee & Family</u>																					
Medical / Prescription	\$709.50		\$1,413.33		\$1,250.86		\$2,122.83																					
All included coverages are combined for determination of Aggregate Stop Loss liability under the terms of this Policy.																												
Maximum Aggregate Benefit per Benefit Period (Excess of Annual Aggregate Attachment Point)				Maximum Plan Losses per Covered Person per Benefit Period																								
<u>\$1,000,000.00</u>				<u>\$60,000.00</u>																								
Minimum Annual Aggregate Attachment Point <u>\$1,811,304.44</u>																												
SPECIFIC STOP LOSS																												
13. <u>Yes</u> <u>No</u> <input checked="" type="checkbox"/> <input type="checkbox"/> Specific Stop Loss																												
Specific Stop Loss Benefit Period: Losses Incurred from January 01, 2022 through December 31, 2023 and Paid from January 01, 2023 through December 31, 2023 . Losses Incurred prior to the original Policy Effective Date will be limited to N/A per Covered Person																												
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<u>Included</u>	<u>Not Included</u>		<u>Included</u>	<u>Not Included</u>																								
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Aggregating Specific Deductible (if Aggregating Specific Endorsement is selected): <u>\$40,000.00</u>																												
Specific Percentage Reimbursable (Excess of Deductible)				Annual Maximum Specific Benefit (per covered person in excess of the Specific Deductible)																								
<u>100%</u>				<u>Unlimited</u>																								

PREMIUMS			
14. Aggregate Premium per month/annum:	Composite		\$10.57
Specific Premium per month:	Employee		\$112.86
	Employee & Child(ren)		\$198.97
	Employee & Spouse		\$224.81
	Employee & Family		\$337.67
Endorsements Attached:			
<input checked="" type="checkbox"/>	Specific Simultaneous Funding		Included
<input checked="" type="checkbox"/>	Aggregating Specific		\$40,000.00
<input checked="" type="checkbox"/>	Experimental or Investigative Services		Included
<input checked="" type="checkbox"/>	Exclusions		Included
<input checked="" type="checkbox"/>	Actively at Work		Included
<input checked="" type="checkbox"/>	Appeals		Included
IT IS UNDERSTOOD AND AGREED AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION THAT:			
<ul style="list-style-type: none"> • The Policyholder is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan; • The Third Party Administrator retained by the Policyholder will be considered the Policyholder's Agent and not the Company's Agent; • All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within thirty (30) days of the Effective Date; • The Company will evaluate the Policyholder's risk and may require adjustments of rates, factors, and/or special limitations to accommodate for abnormal risks; • Premiums are not considered paid until the premium check is received by the Company and at the rates set forth in the Schedule of Stop Loss; and • If the Policyholder has more than one business location, a representative of the Policyholder at each location has reviewed and completed a Disclosure Statement. <p>In making this Application, the Policyholder represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Policyholder to the proposed Policy. Accordingly, this Application, including any attached Disclosure Statement, will be a part of the Policy, if accepted by the Company.</p> <p>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.</p>			
Signed at <u>Gunnison County</u> this <u>21st</u> day of <u>December</u> 2022			
Signed for the Policyholder			
X			
Name	Title		
<u>Matthew Birnie, Gunnison County Manager</u>			
Licensed Agent Signature		Licensed Agent Name	
X			
Social Security Number or Tax ID			
Address	City	State	Zip

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Approval for Submission; Office of Health Equity

Action Requested: Other Grant Application Approval

Parties to the Agreement: CDPHE Office of Health Equity

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS requests to apply to the Office of Health Equity, through their Community grant application on behalf of West Central Public Health Partnership in order to address Behavioral Health through community connectiveness. Potential for 3 year grant to improve health equity.

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: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

Gunnison County Health and Human Services proposes to apply to RFA: 42396: Office of Health Equity, Health Disparities and Community Grant Program (HDCGP), Senate Bill 181 Grant on behalf of the West Central Public Health Partnership. Grant information can be found here:

https://drive.google.com/file/d/1o5b2k494qo5D3k91sdJ_JcHA6-7Dd5s/view

If awarded this will be a three (3) year grant. Please see attached proposed year 1 budget for \$199,722.80.

Proposed project, The Western Slope Communities Unite for Better Mental Health Project, will work to educate local public health staff, communities, and partners with culturally competent behavioral and mental health training. Access to services will be improved both at a systems level and individual level.

Expenditure Categories					
Gunnison County - Personal Services - Salaried Employees					
Name & Position Title	Description - Role in project and expected	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Allocated
Regional Coordinator	Schedules and coordinates trainings throughout	\$33.00	10	520	\$22,360.00
Outreach Coordinator	Provide statistical information for community p	\$41.00	5	260	\$11,960.00
Health Navigator	Works with community providers and Spanish-	\$32.00	10	260	\$10,920.00
Total Personal Services (including fringe benefits)					\$45,240.00
Supplies & Operating Expenses					
Item	Explanation of item, purpose/rationale of how item supports SOW, and breakdown	Rate	Quantity	Total Amount Allocated	
Dedicated Rental Space	When needed, the team will rent space to host trainings.	\$200.00	1	\$200.00	
Printing/Copying	Printing of educational materials, training documents, administrative needs.	\$300.00	1	\$300.00	
Phone/Fax/Internet		\$100.00	12	\$1,200.00	
Postage/Shipping	Shipment of marketing materials.	\$500.00	3	\$1,500.00	
Office Supplies		\$25.00	12	\$300.00	
Computer/Electronic Equipment Supplies		\$250.00	12	\$3,000.00	
Presentation, Community Event & Meeting Suppl	Event/training supplies for the project, such as post-it poster pads, markers, disp	\$500.00	1	\$500.00	
Print Media	Newspaper ads for community events or initiatives. Newspaper ads to promote c	\$125.00	20	\$2,500.00	
Social Media	Social media paid ads for promoting community training events, educational info	\$40.00	8	\$320.00	
Radio/Onscreen Media	Paid radio or digital advertisement to promote community training events, educa	\$40.00	8	\$320.00	
Community Incentives	Approved meals, childcare, translation services, speaker fees, etc. for community	\$500.00	6	\$3,000.00	
Registration Fees	Training registration(s) for health equity, mental health, or harm reduction	\$300.00	1	\$300.00	
Total Supplies & Operating					\$13,440.00
Travel					
Item	Explanation of item, purpose/rationale of how item supports SOW, and how cost e	Rate	Quantity	Total Amount Allocated	
Mileage	Mileage to health equity trainings, or mental health trainings	\$0.66	250	\$165.00	
Lodging	Lodging	\$190.00	2	\$380.00	
Meals/Per Diem	Meals to attend mental health, harm reduction, health equity specific trainings	\$49.00	9	\$441.00	
Total Travel					\$986.00
Contractual					
Subcontractor Name	Work performed, expected deliverables, rationale of how it supports SOW, and ho	Rate	Quantity	Total Amount Allocated	
Axis Health System	Provides counseling services at Hinsdale County School District two (2) days a week	\$49,600.00	1	\$49,600.00	
Delta County Public Health Department	Provides outreach and navigation services.	\$31,472.00	1	\$31,472.00	
Ouray County Local Public Health Agency	Provides harm reduction outreach services.	\$10,000.00	1	\$10,000.00	
San Miguel County Public Health Department	Provides outreach services.	\$22,934.00	1	\$22,934.00	
Total Contractual					\$114,006.00
SUB-TOTAL OF DIRECT COSTS					\$173,672.00
Indirect					
Item	Description of Item	Total Amount Allocated			
Indirect cost					
De minimis Indirect Cost Rate	15% de minimis of non-contractual expenditures	\$26,050.80			
Total Indirect					
TOTAL					\$199,722.80

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment #5 to Plan Document Dated September 1, 2

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2024

Term Ends:

Grant Contract #:

Summary:

Amendment #5 for Gunnison County, effective 1/1/2024 includes:
•Telehealth is covered as any other office visit.

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: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:
Legally sufficient. SO 1/26/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/26/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

AMENDMENT #5

**To Plan Document Dated September 1, 2017
and Restated January 1, 2020**

**GUNNISON COUNTY, COLORADO
EMPLOYEE MEDICAL BENEFIT PLAN**

COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2024:

- Schedule of Benefits – Traditional Plan, page 23, Level II Benefits – Payment Levels and Limits, All Other non-Gunnison County Family Physicians Office Expenses Including is deleted and replaced as follows:

<p>All Other non-Gunnison County Family Physicians Office Expenses Including:</p> <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Telehealth Consultations 	<p>100% of PPO rate after \$40 Copay PCP \$60 Copay Specialist Deductible waived</p>	<p>100% of Allowable Claim Limits \$40 Copay PCP \$60 Copay Specialist Deductible waived</p>	
--	--	--	--

- Schedule of Benefits – High Deductible Health Plan, page 33, Level II Benefits – Payment Levels and Limits, All Covered Physician Office Expenses Including is deleted and replaced as follows:

<p>All Covered Physician Office Expenses Including:</p> <ul style="list-style-type: none"> • Office Visit • Examination • Treatment • Diagnostic tests • Office Surgery • Lab and X-rays • Allergy testing, serum/injections • Voluntary Second or Third Surgical Opinion (exam) • Medical Supplies • Retail Limited Services Clinic • Telehealth Consultations 	<p>100% of PPO rate Deductible applies</p>	<p>100% of Allowable Claim Limits Deductible applies</p>	
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- Prescription Drug Plan Benefits, pages 44 and 44a, are deleted in their entirety and replaced with the attached revised pages 44, 44a and 44b.

4. Major Medical Expense Benefits, page 59, Telehealth, is added as follows:

Telehealth. Charges for telephone or online consultations with a Physician and/or other Providers.

5. Major Medical Plan Exclusions and Limitations, page 60, Consultations Online/Telephone is deleted.

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: _____

Title: _____

Date: _____

Product Selection

The pharmacist substitutes more economically priced Generic equivalent Drugs whenever possible unless there is a specific request for a Brand Name by the prescribing Physician or when State law requires no substitution for the Brand Name Drug. **Under this program if the prescribing Physician does not specify the Brand Name, but the Covered Person requests the Brand product when there is a Generic substitute available, the Covered Person is required to pay the difference in cost between the Brand and Generic product in addition to the usual Brand Copay (applies to Prescription Card and Mail Order).**

Most pharmacists, as a courtesy to the patient, will ask whether a Generic Drug is acceptable to the Covered Person if the Physician has specified "product selection permitted" on the prescription. If the Physician has specified "dispense as written," no choice is given to the patient, and only the applicable Copay will be charged.

Miscellaneous Provisions

The following provisions may be included in your Prescription Drug Plan. Please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card for more information.

Step Therapy: The practice of starting Drug therapy for a medical condition with the most cost-effective and safest Drug available, then progressing to other more costly alternatives if necessary.

Therapeutic Substitution: A Physician-oriented service designed to increase the utilization of more cost-effective products. Substitutes are made for Non-Preferred Brand Name Drugs with either Generic or similar Preferred Brand Name Drugs in the same therapeutic class.

Drug Review

The Plan includes a Drug Review program which is automatically administered by the pharmacist through a nationwide computer network that verifies the eligibility of each Covered Person's card and protects the Covered Person from conflicting prescriptions which might prove harmful if taken at the same time. This program also guards against duplication of medications and incorrect dosage levels.

Covered and Excluded Drugs

The following Covered and Excluded Drug listings are not all inclusive. To find out if a particular Drug is covered, please contact the Prescription Card Service Customer Service phone number listed on the Plan Participant identification card.

NOTE: Some Drugs (including all Specialty Drugs, as listed on the current Specialty Drug List) may require prior authorization and may only be covered, and/or covered for certain ages, if Medically Necessary.

Prescription Drug Plan – Covered Drugs

1. Legend Drugs (Drugs requiring a prescription either by Federal or State law) (there are certain Legend Drugs that may be excluded);
2. Insulin on prescription;
3. Disposable insulin needles/syringes, test strips and lancets on prescription;
4. Compounded medications of which at least one ingredient is a prescription legend Drug;
5. All FDA approved women's contraceptive Drugs and methods (Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
6. Tobacco deterrent medications or any other tobacco use OTC cessation aids, all dosage forms limited to a 168-day supply per Plan Calendar Year (Generic covered at 100%, Copay and/or Deductible waived); if no Generic available, Brand covered at 100%, Copay and/or Deductible waived);
7. Weight loss medications (prior authorization is required); and
8. Specialty Drugs (includes injectables). See Specialty Drugs Program.

NOTE: Quantity limitations may apply to some Covered Drugs in addition to those shown above.

Weight loss medications will be covered if all of the following conditions are met:

1. Prior authorization is required.
2. Covered Person has a BMI of 30 or higher.

- a. If a Covered Person has a BMI of 27-30, the Physician must also present and document a weight-related comorbidity. These include diabetes, high cholesterol, high blood pressure, coronary heart disease and sleep apnea.
3. Lifestyle modifications for at least three (3) consecutive months.
 - a. This is to be documented with the Provider and included in clinical documentation.
4. Life modifications will continue while patient takes requested weight loss medication.

Initial therapy is typically approved for seven months. When continuation therapy is requested and a renewal is completed, the clinical department will ensure the patient has lost 4-5% body weight (depending on medication requested) from initial approval.

NOTE: Refer to the definition of “Preventive Care” for a link to a website that lists additional Drugs that may be covered for preventive treatment.

Prescription Drug Plan – Excluded Drugs

1. Abortifacients;
2. Drugs for Cosmetic purposes;
3. Immunization agents (except immunizations and vaccines as required for Preventive Care services; Generic covered at 100%, Copay and/or Deductible waived; if no Generic available, Brand covered at 100%, Copay and/or Deductible waived), biological sera, blood or blood plasma;
4. Therapeutic devices or appliances, including needles, syringes, support garments and other non-medical substances, regardless of intended use, except those listed above;
5. Charges for the administration or injection of any Drug;
6. Prescriptions which a Covered Person is entitled to receive without charge from any Workers' Compensation laws;
7. Drugs labeled “Caution-limited by Federal law to Investigational use,” or Experimental Drugs, even though a charge is made to the individual;
8. Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, Extended Care Facility, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; and
9. Any prescription refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order.

NOTE: Drugs excluded from the Prescription Drug Plan are not payable under Major Medical Expense Benefits. However, Specialty Drugs that are not listed on the Plan's Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary are payable under Major Medical Expense Benefits. Regarding Specialty Drugs that are listed on the Select Drugs and Products List (SDL) which are excluded from the Prescription Drug Plan and are determined to be Medically Necessary, see “Specialty Drugs Program” in this Prescription Drug Plan Benefits section.

(Traditional Plan only) A Prescription Drug dispensed by a retail pharmacy, Mail Order Service or Specialty Pharmacy for which a Copay applies is not considered a Claim for benefits under this Plan and, therefore, is not subject to the Plan's Claim Filing Procedures.

When Alternative Care and treatment are identified by Case Management as Medically Necessary and approved by the Plan Administrator, and where there is a reasonable expectation of savings to the Plan without sacrificing the quality of care to the Plan Participant (patient), the Plan may approve and pay for all or part of the charges or fees not shown as a Covered Prescription Drug in this Plan Document.

PRESCRIPTION DRUG UTILIZATION AND ADMINISTRATIVE REVIEW

The Prescription Drug benefit does not have unlimited coverage. As with all medical and Hospital services, Prescription Drug utilization is subject to determinations of Medical Necessity, appropriate use and may be subject to administrative review as in the case of Specialty Drugs included on the Select Drugs and Products List. Drug Utilization Review may be concurrent, retrospective or prospective.

Concurrent Drug Utilization Review generally occurs at the time of service and may include electronic Claim audits which may help to protect patients from potential Drug interactions or Drug-therapy conflicts or overuse/under use of medications.

Retrospective Drug Utilization Review generally involves Claim review and may include communication by the Prescription Drug Plan and/or Utilization Review with the prescribing Physician to coordinate care and verify diagnoses and Medical Necessity. It may include a peer review by a Physician of like specialty to the prescribing Physician reviewing the medical and pharmacy records to determine Medical Necessity.

Should Medical Necessity not be determined by the peer review Physician, the treating Physician and Plan Participant will be notified and provided with the peer review results. The Plan Participant and Physician will be forwarded information on the appeal process as outlined in this Plan.

Prospective Drug Utilization Review may include, among other things, Physician or pharmacy assignment in which one Physician and/or one pharmacy is selected to serve as the coordinator of prescription Drug services and benefits for the eligible Plan Participant. The Plan Participant will be notified in writing of this and will be required to designate a Physician and pharmacy as his/her Providers.

ADDENDUM

to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

This Claims Administration Agreement Addendum is entered into this **1st** day of **January** 2024, by and between **Gunnison County, Colorado**, a **Colorado** municipality (the "Client"), and Imagine360 Administrators, LLC, a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes Imagine360 to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Replacement Section 6.1:

6.1 Basic Compensation. The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) **For the Claims Administrator:**

(1) **MONTHLY**

(A) Per Employee during the term of this Agreement	\$38.00
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$4,838.00
(E) PHCS PPO Service Fee	\$8.00
(F) Cost Containment Services	25% of savings
(G) COBRA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%
(I) CAA/TiC Service Fee	\$1.75
(J) Virtual Cash Card (per claim)	6% of Billed Charges
(K) Telehealth Services Fees	
Emergent/Urgent 24/7 Telemedicine	\$1.95
Virtual Primary Care (per claim)	6% of billed charges
Virtual Mental Health Services (per claim)	6% of billed charges

The above fees are for the services outlined in Article I of this Agreement. The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.

(2) **UTILIZATION REVIEW SERVICES**

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$175 per hour
Physician Review	\$300 per hour

(3) **SPECIAL CLAIMS CHARGE** (if applicable)

(A) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	\$250

(4) **MISCELLANEOUS CHARGES**

(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description	

- for dental only \$ 500
- (C) Summary of Benefits and Coverage (SBC) Included in (a)(1)(A)
- (D) Translation of the Summary of Benefits and Coverage will be billed on an actual cost basis to the Plan.
- (E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment will be billed on an actual cost basis to the Plan.
- (F) External Appeal \$98 plus IRO hourly rate
- (G) Printing of Employee Booklets, I.D. Cards, and PPO Directories will be billed on an actual cost basis to the Plan.
- (H) Home Mailing of ID Cards by Claims Administrator Included in (a)(1)(A)
- (I) Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client
- (J) Programming charges for non-standard reports \$225/hour
- (K) Plan changes made after Plan Benefits are entered into Imagine360 system \$125/hour
Minimum \$250
- (L) Additional Benefit Plan Options added after initial set-up completed \$500
- (M) Positive Pay Arrangement with Employer's Bank \$500 set-up fee
- Per Employee per month \$0.35 (minimum)
- (N) Explanation of Benefits (EOB)/Check copies to Employer (upon request) \$0.09 per page
- (5) **MONTHLY LATE CHARGE** \$250
Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of January, 2024.

Gunnison County

By: _____

Printed Name: _____

Title: _____

Date: _____

Imagine360 Administrators, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

ADDENDUM #2
to the Claims Administration Agreement
between GUNNISON COUNTY (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

Whereas **Gunnison County** is a client of TPA and desires to use an electronic data/file exchange in order that the Client:

- Add new eligible entrants to the Plan through the electronic file;
- Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
- Terminate Plan Participants through the electronic file, the Client by signing this Agreement agrees to the following terms and conditions:
 1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the electronic file and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.
 2. Client will retain supporting documentation for eligibility supplied to TPA through the electronic file. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.
 3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of October, 2023.

Gunnison County

By: _____
Printed Name: _____
Title: _____
Date: _____

Imagine360 Administrators, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

ADDENDUM

to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and IMAGINE360 ADMINISTRATORS, LLC (Imagine360)

This Claims Administration Agreement Addendum is entered into this **1st** day of **January** 2023, by and between **Gunnison County, Colorado**, a **Colorado** municipality (the "Client"), and Imagine360 Administrators, LLC, a Texas corporation (the "Claims Administrator").

Therefore, by signing this Claims Administration Agreement Addendum, the Client authorizes Imagine360 to follow the terms and conditions set forth in said Agreement and any Addendum to it.

Replacement Section 6.1:

6.1 Basic Compensation. The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) **For the Claims Administrator:**

(1) MONTHLY	
(A) Per Employee during the term of this Agreement	\$35.00
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$3,817.00
(E) PHCS PPO Service Fee	\$6.00
(F) Cost Containment Services	25% of savings
(G) COBRA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%
(I) CAA/TiC Service Fee	\$1.75
(J) Telehealth Services Fees	
Emergent/Urgent 24/7 Telemedicine	Included
Virtual Primary Care (per claim)	6% of billed charges
Virtual Mental Health Services (per claim)	6% of billed charges

The above fees are for the services outlined in Article I of this Agreement. The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.

(2) **UTILIZATION REVIEW SERVICES**

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$150 per hour
Physician Review	\$300 per hour

(3) **SPECIAL CLAIMS CHARGE** (if applicable)

(A) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	\$250

(4) **MISCELLANEOUS CHARGES**

(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description for dental only	\$ 500

- (C) Summary of Benefits and Coverage (SBC) Included in (a)(1)(A)
- (D) Translation of the Summary of Benefits and Coverage will be billed on an actual cost basis to the Plan.
- (E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment will be billed on an actual cost basis to the Plan.
- (F) External Appeal \$98 plus IRO hourly rate
- (G) Printing of Employee Booklets, I.D. Cards, and PPO Directories will be billed on an actual cost basis to the Plan.
- (H) Home Mailing of ID Cards by Claims Administrator Included in (a)(1)(A)
- (I) Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client
- (J) Programming charges for non-standard reports \$225/hour
- (K) Plan changes made after Plan Benefits are entered into Imagine360 system \$125/hour
Minimum \$250
- (L) Additional Benefit Plan Options added after initial set-up completed \$500
- (M) Positive Pay Arrangement with Employer's Bank \$500 set-up fee
- Per Employee per month
\$0.35 (minimum)
- (N) Explanation of Benefits (EOB)/Check copies to Employer (upon request) \$0.09 per page
- (5) MONTHLY LATE CHARGE** \$250
Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by the duly authorized signatures on the 1st day of January, 2023.

Gunnison County

By:



Printed Name:

Jonathan Houck

Title:

Chair, Gunnison Co. Board of County Commissioners

Date:

1-10-2023

Imagine360 Administrators, LLC

By:

Printed Name:

Title:

Date:

Replacement of **JOINDER AGREEMENT FOR CLIENTS RELATING TO UCM MARKETING SERVICE AGREEMENT**

Imagine360 or its designee shall provide access to, and Plan Sponsor shall pay for, certain telehealth services described in this Addendum for the benefit of Plan Sponsor's health benefit plan:

TELEHEALTH SERVICES

I. Virtual Emergent and Urgent Care

24/7 on-demand care from a dedicated team of board-certified providers, including emergency medicine trained providers, physician assistants, and nurse practitioners, to treat common, yet urgent conditions. This includes triage, diagnose, consult with, educate, manage, treat, provide healthcare to patients, and/or otherwise assist patients with healthcare needs in each case by means of the virtual platform. Urgent/ emergent telemedicine services shall include, but not be limited to: (i) taking of medical histories; (ii) examination of patients; (iii) medical decision making; (iv) development of care plans; (v) prescription writing and (vi) referrals to other authorized physicians and non-physician providers for provision of additional services. Example of conditions treated include any non-life threatening emergency, illness or injury, emergencies related to acute or chronic conditions, upper respiratory infections, cough and sore throat, COVID-19 and the flu, nausea, vomiting, and diarrhea and dermatology. Benefits include care coordinator follow-up and assistance with care navigation, including prescriptions, labs, imaging, and finding providers.

II. Virtual Mental Health Services

Virtual mental health services include evaluation, counseling, therapy, treatment, care management, triage, guidance, education and training services provided by mental health professionals to patients, and may include, but not be limited to: (i) taking mental health histories; (ii) triage and assessment of patients; (iii) counseling and care management; (iv) development of care plans; (v) referrals to other authorized counselors, physicians and authorized non-physician providers. Mental health services may be either scheduled or unscheduled and may be delivered via the virtual platform (to be performed according to the clinical judgement of the applicable mental health professional).

- a) Virtual Counseling: On-demand or scheduled consults with Masters and PhD level counselors for confidential mental health and substance abuse counseling.
- b) Virtual Psychiatry: Evaluation from a psychiatric provider for diagnosis and treatment for mental health conditions. This includes new prescriptions and maintenance medication refills.

III. Virtual Primary Care

Scheduled appointments, including same day appointment availability, for wellness, preventative, routine, and ongoing care from a team of primary care providers. Virtual primary care services shall include, but not be limited to: (i) taking of medical histories; (ii) examination of patients; (iii) medical decision making; (iv) development of care plans; (v) provision of longitudinal care; (vi) performing annual physicals; (vii) ordering and interpretation of medical diagnostic tests and imaging; (viii) prescription writing and (ix) referrals to other authorized physicians and non-physician providers for provision of additional services. This includes wellness visits, routine preventative screenings, labs and imaging, smoking cessations, weight management, nutrition counseling, and chronic disease management.

Plan Sponsor acknowledges and agrees that neither Claims Administrator nor any external vendor that might perform the services outlined in this Addendum shall have any right, obligation, or liability to participate in the determination of what care or treatment is rendered to a Plan Member or how such care or treatment shall be rendered. The decisions to obtain or deliver any health care service are solely between a Plan Member and his or her treating healthcare provider.

CORE SERVICES AGREEMENT AMENDMENT No. 5

The **Core Services Agreement** (the “Agreement”) by and between Gunnison County, Colorado, and its health plan (the “Employer”) and ELAP Services, LLC (“ELAP”) (each a “Party” and, together, the “Parties”) is hereby amended as set forth below effective as of January 1, 2023.

WHEREAS, the Parties entered into a certain Agreement dated January 1, 2019, pursuant to which the Parties agreed that ELAP would provide certain services to Employer related to Employer’s sponsorship and administration of the Gunnison County, Colorado Employee Medical Benefit Plan (the “Plan”). Employer and ELAP now desire to amend the terms and conditions as follows:

1) **Article 1. Definitions**, the definition of “**Directly Contracted Provider**” is hereby removed in its entirety and is replaced as follows:

“**Directly Contracted Provider**” shall mean a Medical Provider, supplemental benefit provider, and/or supplemental network partner which has entered into a Direct Agreement with ELAP and/or its affiliates, or any of the Plan Sponsor, the Plan Administrator and/or the Plan to provide certain medical services to Plan Participants at agreed upon Allowable Claim Limits.

2) **Exhibit A, Allowable Claim Limit Guidelines, Section 2.a Facility Guidelines**, is hereby removed in its entirety and is replaced as follows:

a. **Facility Guidelines.** The Allowable Claim Limit for claims by a facility, including but not limited to, hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care facility, shall be the greater of (I) 112% of the facility’s most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services (“CMS”) and published in the American Hospital Directory as the “Medicare Cost Report” (the “CMS Cost Ratio”), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children’s hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. If insufficient information is available to identify either the facility’s most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified. In the event that insufficient information is available to identify both the hospital’s most recent

Core Services Agreement Amendment
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department cost ratio and the Medicare allowed amount, ELAP shall determine the Allowable Claim Limit, in its sole discretion and in accordance with Section 2.d. or 2.e., below.

3) **Exhibit C, Fee Schedule, Claim Review and Audit Program Services** paragraph is hereby removed in its entirety and replaced as follows:

Claim Review and Audit Program Services. Twelve percent (12%) of the Charges billed for Claims from non-Directly Contracted Facility Providers, six percent (6%) of the Charges billed for Claims from non-Directly Contracted Professional Providers, and six percent (6%) of Charges billed for Claims from Directly Contracted Providers, unless otherwise noted below. For Directly Contracted Providers, if the combined amount of the Allowable Claim Limit and the fees due to ELAP is greater than the Charges billed by the Medical Provider, the compensation for ELAP may default to fifteen percent (15%) of the amount of Charges that are in excess of the Allowable Claim Limit.

- Supplemental network providers- fees shall be equal to twenty percent (20%) of the difference between the billed Charges and the Allowable Claim Limit.

No Savings Claim Negotiations. ELAP may attempt to obtain Plan savings for No Savings Claims via negotiation or use of supplemental network partners. Fees shall be equal to twenty percent (20%) of the difference between the billed Charges and either the agreed upon settlement amount or Allowable Claim Limit.

All other provisions of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

By signing on behalf of **Gunnison County, Colorado**, the person signing represents and warrants that he/she has the full and complete authority necessary to bind the terms of this Amendment and Authorization as set forth herein.

On behalf of:

Gunnison County, Colorado

By: 

Name: Jonathan Houck

Title: Chair, Gunnison Co. Board of County Commissioners

ELAP Services, LLC

By: _____

Name: Trisha Leh

Title: SVP, Operations

**EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT**

THIS CLAIMS ADMINISTRATION AGREEMENT ("Agreement") is entered into this 1st day of **January** 2020, by and between **Gunnison County, Colorado**, a **Colorado** statutory county (the "Employer"), and **Group & Pension Administrators, Inc.**, a **Texas** corporation (the "Claims Administrator"), effective as of **January 1, 2020** (the "Effective Date").

WITNESSETH:

WHEREAS, the Employer and its affiliates provide medical benefits to their employees, (collectively, the "Employees"), pursuant to a written welfare benefit plan, known as the "**Gunnison County, Colorado Employee Medical Benefit Plan**" (such plan, or, if applicable, the portion thereof providing medical, and when applicable, dental benefits, is referred to herein as the "Plan"); and

WHEREAS, under the Plan the Employer shall bear all liabilities for the payment of Plan benefits, or the Employer has contracted with one or more insurance companies to bear some or all of such liabilities; and

WHEREAS, the Employer, in its capacity as the sponsor and administrator of the Plan, desires to retain the Claims Administrator (i) to endeavor to process, administer and make reimbursements of claims under the Plan in accordance with this Agreement and within a framework of policies, interpretations, rules, practices, and procedures made by the Employer with respect to the Plan, which may include, among other things, rules and procedures contained in the Plan document (the "Policies and Procedures"), and (ii) such other services as may be agreed to pursuant to this Agreement from time to time by the Employer and the Claims Administrator and set forth on Appendices attached to, and forming a part of, the Agreement; and

WHEREAS, the Claims Administrator desires to perform services on behalf of the Employer as set forth herein.

NOW, THEREFORE, in consideration of the payments to the Claims Administrator as provided in Article VI of this Agreement, as supplemented, if applicable, by the fee provisions set forth in the Addenda attached to this Agreement, as such payment provisions may be amended from time to time, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

**ARTICLE I
SERVICES**

1.1 Services. During the term of this Agreement and subject to the terms and conditions hereof, the Claims Administrator will assist the Employer with the administration and operation of the Plan by providing the services listed in Addenda **One** through **Two** hereof, and the services described in this Article I, subject in each case to modification in accordance with the terms of this Agreement.

1.2 Claims Processing and Review. The Claims Administrator shall process and administer claims presented under the Plan pursuant to the Policies and Procedures and such written instructions it may receive from the Employer from time to time and make payment from the Employer's funds in accordance with the procedures set forth in Article III of this Agreement for benefits to participating eligible Employees and their covered dependents (each such person referred to as a "Covered Person" and referred to collectively as "Covered Persons") under the provisions of the Plan; provided, however, that unless agreed to by the Claims Administrator pursuant to Section 5.21 of this Agreement, the Claims Administrator shall process only those claims incurred after the Effective Date and received by the Claims Administrator while this Agreement is in force. In performing its responsibilities under this Agreement, the Claims Administrator shall act as the Employer's representative to analyze, investigate, review and calculate claims presented under the Plan by Covered Persons. In such role, the Claims Administrator shall determine the amount of benefits payable under the Plan, verify charges and the reasonableness thereof, and determine the appropriateness of medical procedures, in all cases pursuant to the Policies and Procedures and in accordance with any claim cost control standards, audit procedures, and claim practices adopted by the Claims Administrator and agreed to by the Employer taking into account industry standards. Subject to the following sentence, Employer grants the Claims Administrator full, complete, and sole authority to investigate, adjust, manage, and, if the Employer approves, pay any and all claims presented under the Plan. It is understood by the parties hereto that any claim under the Plan that may not be processed under the Policies and Procedures, as well as any contested or doubtful claim, or claim subject to legal action, attachment or order, will be subject to the review and determination by the Employer or its designated representative. Further, Employer agrees and acknowledges that with regard to various claims from medical providers that participate in a preferred provider network (or the equivalent), in order for Employer and/or the Plan to attain a discount conditionally offered by such medical providers ("Discount"), such medical providers' charges for reimbursement must be paid within a certain time period or else Employer and/or the Plan forfeits the Discount. Employer agrees and acknowledges that Employer shall be responsible for funding payment of all discounted claims in accordance with the conditions established by the preferred provider network. If the Discount is lost, the claim must be paid in full at a non-discounted rate (collectively referred to hereinafter as the "Non-Discount Payment") and Employer agrees and acknowledges that such Non-Discount Payment shall be the responsibility of Employer. EMPLOYER SHALL INDEMNIFY AND HOLD CLAIMS ADMINISTRATOR AND ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, LIABILITIES, COSTS, EXPENSES, FEES, DAMAGES, OR PENALTIES (INCLUDING REASONABLE ATTORNEYS' FEES AND ACCOUNTANT FEES), WHICH MAY BE INCURRED, DEMANDED, FILED, OR IMPOSED BY ANY PERSON OR PERSONS (INCLUDING ANY GOVERNMENTAL AUTHORITY, PREFERRED PROVIDER ORGANIZATION, MEDICAL SERVICE PROVIDER, EMPLOYEE OR VENDOR) RESULTING FROM OR IN CONNECTION WITH ANY SUCH CLAIM FOR NON-DISCOUNT PAYMENT.

The Claims Administrator has contracted with a company to provide an External Appeal process that complies with the External Appeal requirement added by 29 CFR Part 2590.715-2719 as part

of the Patient Protection and Affordable Care Act. The Employer agrees to pay the pass-through cost of \$98 plus the hourly charge of the Independent Review Organization assigned to the case and per the regulation is bound by the decision.

1.3 Claims Processing and Negotiating Assistance. The Employer agrees that the Claims Administrator may, in its sole discretion, seek advice from any person or entity with respect to processing and negotiating claims presented under the Plan and any matter relating to benefits payable under the Plan. The costs incurred in obtaining such advice shall be payable by the Plan and reflected on the check register provided by GPA to the Employer.

1.4 Plan Documents. The Claims Administrator shall prepare for Employer's review, approval, and adoption a Plan Document/Summary Plan Description for Covered Persons in connection with coverage under the Plan. The Employer acknowledges that the Claims Administrator will prepare the Plan Document/Summary Plan Description for the convenience of the Employer based on the Employer's Plan design guidelines, and the Employer represents that it will review such document with its legal counsel and give its written approval of the document to the Claims Administrator prior to adoption and distribution to Covered Persons. The Employer agrees to distribute such document timely to eligible Plan participants.

If so elected, the Claims Administrator shall prepare for Employer's review, approval, and distribution a Summary of Benefits and Coverage (SBC) as required by the Patient Protection and Affordable Care Act at the cost indicated in Article VI. If the Employer makes changes to its Plan at a time other than the Plan's renewal date, the Employer will provide the Claims Administrator with a 90 day advanced notice of the Plan changes. The Employer acknowledges that the Claims Administrator will prepare the SBC(s) for the Employer based on good faith compliance with current guidance, and the Employer represents that it will review and approve the SBC(s) prior to distribution to required eligible Plan participants. The Employer agrees to distribute the SBC(s) in accordance with the applicable requirements.

1.5 Systems, Records and Information. The Claims Administrator shall develop, design and install administrative and record-keeping systems as reasonably necessary to process and administer claims under the Plan and shall maintain records of all transactions involving the Claims Administrator's claims processing duties hereunder with the Employer, Covered Persons, and insurance companies ("Insurers") insuring benefits under the Plan or reimbursing the Employer for amounts paid by the Employer under the Plan. The records described in the preceding sentence and all other papers, correspondence and records which shall come into the Claims Administrator's possession as a result of the services performed by the Claims Administrator under this Agreement shall be held as the property of the Employer, and shall, to the extent permitted by applicable law, be delivered to the Employer or successor claims administrator designated by the Employer on termination of this Agreement or on the prior request of the Employer, provided that the Claims Administrator may periodically destroy such documents and other material as it would destroy in the normal course of its business and consistent with applicable law. The Employer and other persons designated by the Employer in writing are entitled to reasonable access to these records during the term of the Agreement; provided, however, that the Employer represents and warrants

that it will access such records only to the extent permitted by applicable law and consistent with the provisions of Section 4.6 hereof. The Claims Administrator shall maintain strict confidentiality, in accordance with applicable law, with respect to information and documentation in its possession relating to Covered Persons. The Claims Administrator will use such information solely for the purpose of performing its duties under this Agreement and applicable laws, and will not disclose such information to anyone other than its officers, employees, delegates, parties with whom it communicates in the normal course of business, the Employer, a Covered Person or his or her legal representative, and pursuant to lawful order of a court or regulatory agency with appropriate jurisdiction or as otherwise permitted or required by law. Upon termination of this agreement and completion of any services applicable under Section 5.21, the Claims Administrator will return the records to the Employer. The Claims Administrator's responsibility to maintain records under this Agreement shall cease upon its delivery of the records to a successor claims administrator or recordkeeper for the Plan appointed by the Employer or its successor with written notice, if applicable, to any state board of insurance or other appropriate regulatory agency. Employer shall assist the Claims Administrator in delivery of records in accordance with this Section.

1.6 Utilization Review. The Claims Administrator shall provide utilization review services, including (i) provision of the notification process for inpatient admissions, (ii) medical and large case management for catastrophic illness or injury; (iii) disease management for asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease; (iv) maternity management; (v) comprehensive physician review of clinical records for denials or appealed notifications as necessary; (vi) and pharmaceutical physician peer review as necessary. Services are billed according to the rates in Article VI. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, so that the Plan Participant will have a termination date that precedes the notification date, the charges incurred to date of the notification will still apply.

The Disease/Maternity Management Program will provide services for (i) identifying employees with disease or condition subject to management; (ii) identifying medical practices that research shows to be most effective; (iii) supporting adherence to those practices by providing treatment guidelines to medical providers, reviewing employees' compliance with the guidelines, and assisting physicians to monitor their patients who are employees; (iv) educating employees on self-management and adherence to treatment plans; and (v) collecting and analyzing the process and outcome measures. Employees eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment of \$1000 and or disease stage code of 1,2, or 3, and existence of co-morbid conditions. Program contact information is provided in the correspondence sent to each program participant. The disease management program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. Participants may decline participation or disenroll (opt out) from disease management programs by contacting the Claims Administrator disease management department by phone or in writing. Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease

management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes in (e.g., blood glucose monitoring, peak flow readings, blood pressure) as prescribed; (ii) consistent use of prescribed medications; (iii) schedule and keep follow-up appointments; (iv) obtaining recommended screenings according to the disease-specific standards of care; (v) having a primary care provider that plans and coordinates care; (vi) knowing the goals and targets agreed to with the physician and knowing current status in order to make lifestyle modifications to meet those goals and targets; (vii) learning skills to maximize healthy habits, such as exercising, not smoking, and eating a healthy diet and (viii) improved quality of life and reduced healthcare expenses.

1.7 Underwriting Services. The Claims Administrator shall underwrite Employees and their dependents in accordance with the Plan, applicable laws and other industry and/or Insurer standards for accepting or rejecting coverage risks, provided that the Employer has provided such data and information as necessary and appropriate to enable the Claims Administrator to perform such actions.

1.8 Benefit Design and Costs. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall provide the Employer with general advice regarding benefit design and the expected financial implications of Plan changes and assist the Employer with annual re-rating of the Plan and pricing projected Plan benefit alternatives.

1.9 Stop Loss Insurance. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall assist the Employer with obtaining and receiving bids from Insurers for stop loss or excess insurance to reimburse the Employer for certain excess amounts paid by the Employer under the Plan; provided however, Claims Administrator shall not be liable for any damages to any person or entity resulting from (i) data submitted to Insurer (ii) the selection of the Insurer, (iii) services provided or not provided by the Insurer, (iv) information provided or not provided by the Insurer, (v) the terms of any policy provided by the Insurer, (vi) any adjudicated claim, in accordance with Employer's Summary Plan Document, that is deemed not covered by the Insurer, and (vii) the amount and types of coverage provided by the Insurer.

1.10 Coordination of Benefits. The Claims Administrator shall coordinate benefit payments with other plans, employers, Insurers and other persons and honor assignments of benefits to providers of services in accordance with the provisions of the Plan.

1.11 Reports. The Claims Administrator shall provide the Employer with (i) an itemized monthly statement for the Plan reflecting the amount of any premium or contribution specified by any Insurer providing coverage under, or with respect to, the Plan, (ii) worksheets describing benefit payments, (iii) a detailed monthly report of benefits paid, (iv) an annual summary of benefits paid and (v) an annual management report of the Plan operation during the preceding period and cost estimates of deposit guidelines for the Employer's bank Account described in Section 3.1 for the next year.

1.12 Payment of Claims and Expenses. Once the Employer approves the payment of benefits, the Claims Administrator or its representatives shall authorize the payment of benefits provided by the Plan and the payment of amounts due to other miscellaneous providers of services to the Plan from a designated bank Account established and maintained by the Employer solely from the Employer's general assets in accordance with the procedures described in Article III.

1.13 Employee Records. The Claims Administrator shall establish and maintain necessary records on Covered Persons based on information supplied by the Employer or by its Employees to assist the Claims Administrator with the administration of its duties under this Agreement. The disclosure to, and use of such information by, the Employer shall be consistent with the provisions of Section 4.6 hereof. During the time such records are in the Claims Administrator's custody, reasonable precautions will be taken to prevent disclosure or use of the information for a purpose unrelated to the administration of the Plan. However, the Claims Administrator will notify the Employer and make disclosure pursuant to a lawful order of a court or a regulatory agency with appropriate jurisdiction.

1.14 Plan Records. After all claims have been processed, Claims Administrator shall send all paper, electronic and other records to Employer for retention as specified in federal and state record retention laws. Employer agrees to promptly provide Claims Administrator assistance in sending records to the Employer. It shall be the responsibility of the Employer to ensure that records are retained as described in all applicable laws, and Claims Administrator shall have no liability for Employer's failure to retain records as required by law.

1.15 Claims Administration and Other Expenses. The Claims Administrator shall pay from its fee the necessary and ordinary expenses of claims administration for the Plan, except as otherwise specifically provided by this Agreement. However, the parties hereto specifically acknowledge and agree that the Claims Administrator will not pay from its fee or its own funds for benefit claims, insured coverages, or any miscellaneous charges for medical information, investment fees, consulting fees, bank fees, administrative or other taxes, accounting, auditing, actuarial and attorneys' fees or other legal expenses, unless the Claims Administrator is obligated to pay such fees under Section 5.3 of this Agreement.

1.16 Claims Against Stop Loss Insurance. During the term of this Agreement the Claims Administrator shall file with any stop loss Insurer issuing a contract of insurance to the Employer covering claims paid under the Plan each claim for which the Employer may be entitled to reimbursement by such stop loss Insurer. The Claims Administrator agrees to take all reasonable actions to provide appropriate information to a stop loss Insurer for purposes of reimbursement, but the Claims Administrator shall not be responsible in any manner for the stop loss Insurer's and/or captive's failure or refusal to reimburse the Employer for any claim.

1.17 PPO Services. Employer agrees to pay collectively for participating provider services as referenced in Article VI, which include, but are not limited to the following: (i) negotiating with, and supplying, providers at contained costs; (ii) coordinating and managing a network of preferred providers; and (iii) repricing, scanning and submitting electronic claims; and

(iv) designing and producing identification cards. Upon request, Claims Administrator will furnish Employer with directories of the hospital and physician participating providers under the network established for the Plan, and Employer agrees to reimburse Claims Administrator for the cost of printing such directories. Employer will furnish persons covered under the Plan with a means of identifying themselves as covered under the Plan for the provision of the health care services through a preferred provider network. Such methods of identification may include, but are not limited to: (i) identification cards, (ii) affixing the preferred provider logo to identification cards, or (iii) a preferred provider phone number identifier. In addition, Employer will use its best efforts to provide the most current eligibility information available on the day of inquiry for persons for whom Claims Administrator maintains eligibility information.

1.18 Cash Pay Arrangement. During the term of this Agreement and subject to its terms and conditions, the Claims Administrator will, at Employer's option, assist the Employer, in creating, implementing, and operating a virtual card cash pay arrangement. The cash pay arrangement, offered by Claims Administrator through its Nurse Navigator program, will provide negotiation of a cash price, agreeable to Employer, for hospital claim services, with payment funded as a claim through a virtual credit card provided to the member for payment at the point of service. Claims Administrator will provide an itemization of each cash pay arrangement claim payment in the reports detailed in Section 1.11.

ARTICLE II STANDARD OF CARE

2.1 Plan Subject to ERISA. In the event that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Claims Administrator shall perform its responsibilities under this Agreement in accordance with the standards of Section 404(a)(1)(B) of ERISA.

2.2 Plan not Subject to ERISA. In the event that the Plan is not subject to ERISA, the Claims Administrator shall perform its responsibilities under this Agreement with reasonable care and diligence and in good faith.

2.3 Application of Indemnification Provisions. Notwithstanding the provisions of Section 2.1 hereof, the ultimate liability of the Claims Administrator and the Employer, shall be determined by application of the provisions of Sections 5.4, 5.5 and 5.6.

ARTICLE III BANKING ARRANGEMENTS

3.1 Establishment of Designated Banking Account. The Employer shall establish and maintain a bank account (the "Account") during the term of this Agreement and during any period for which the Claims Administrator has agreed to review and process claims under the Plan from which payments under the Plan and this Agreement will be made. The Employer will provide the

ACH information for the bank at which the Account is established that the Claims Administrator or its designee is authorized to withdraw funds on behalf of the Employer for purposes of payment of Plan benefits and the payment of expenses and fees related to such benefits and the administration of the Plan as contemplated by this Agreement. It is the Employer's sole responsibility to maintain at all times sufficient funds in the Account to cover all checks properly issued or authorized by the Claims Administrator. The Claims Administrator will notify the Employer from time to time of the funds necessary to fund current Plan benefit payments, fees and expenses. In the event that sufficient funds are not available in the Account to pay all Plan benefits and Plan-related expenses when due, then the Claims Administrator shall cease to process claims (including claims under Section 5.21, if applicable) under this Agreement and the Claims Administrator may terminate the Agreement pursuant to the provisions of Section 5.15.

3.2 Nature of Funds; No Trustee Relationship. The Account established pursuant to Section 3.1 will be funded solely from the general assets of the Employer, and the Employer represents that such Account will not be funded with any employee contributions unless such contributions represent pre-tax employee elections pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The Employer represents further that no portion of the funds used to pay benefits from the Account are required under ERISA or other applicable law to be held in trust or treated as "Plan assets" and acknowledges and understands that in performing its obligations under this Agreement, the Claims Administrator is not under any circumstances agreeing to serve as a trustee with respect to any funds related to the Plan or benefits payable thereunder.

3.3 Payments in Error. In the event the Claims Administrator pays any person less than the amount to which he or she is entitled under the Plan, the Claims Administrator will promptly adjust the underpayment by drawing the additional funds from the Employer's Account. In the event the Claims Administrator overpays any person entitled to benefits under the Plan, or pays benefits to any person not entitled to such benefits, the Claims Administrator shall take all reasonable steps to recover the overpayment; however, the Claims Administrator shall not be required to initiate court proceedings to recover an overpayment. The Claims Administrator shall promptly notify the Employer if it is unsuccessful in recovering any overpayment. The Claims Administrator shall be liable for overpayments from the Account only to the extent provided in Section 5.4.

ARTICLE IV EMPLOYER'S RESPONSIBILITIES

4.1 Information Provided to Claims Administrator. The Employer shall certify to the Claims Administrator eligibility of individuals for coverage under the Plan and will promptly advise the Claims Administrator of the cessation of a Plan participant's employment or other event which would result in a loss of coverage under the Plan (such termination of employment and other loss of coverage event shall be referred to herein as a "Coverage Loss Event") and entitle a Covered Person to continuation coverage under Section 601 of ERISA or other applicable law. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, and it

would like to recover expenses and fees paid by the Employer for such Plan participant following the Coverage Loss Event, then the Employer shall request in writing that the Claims Administrator refund such amounts paid, under this Agreement in error, for such Plan participant as soon as possible following the Claims Loss Event; provided however, that the Claims Administrator shall only refund an amount representing the Employer's payments, under the Plan, for expenses and fees for such participant in an amount equal to the lesser of (i) such amounts paid by the Employer for such Plan participant during a maximum of up to a three (3) month period following the Coverage Loss Event, or (ii) the refund amount permitted by the applicable Insurer. The Employer shall provide the Claims Administrator with such other reports, records, data and information as necessary for the Claims Administrator to perform its responsibilities under this Agreement. The Employer agrees that the Claims Administrator shall have no liability whatsoever, including no liability under Section 5.4, and shall not be responsible for delay in the performance of its duties under this Agreement or for non-performance hereunder, if such delay or non-performance is caused or contributed to in whole or in part by the failure of the Employer to promptly furnish any required or necessary information to the Claims Administrator.

4.2 Assistance with Administration. The Employer shall assist the Claims Administrator in the enrollment of Covered Persons and cooperate with the Claims Administrator as requested with regard to claims and other activities related to the administration of the Plan. The Employer also will maintain a supply of claim forms, enrollment cards and all other documents provided by the Claims Administrator with respect to the operation of the Plan, and will distribute and/or make such documents available to Covered Persons as required or requested.

4.3 Payment of Claims Administrator's Fees and Expenses. The Employer shall pay to Claims Administrator as compensation in full for services rendered, fees as specified herein. Such fees shall be paid monthly from the Account established by the Employer pursuant to Article III, unless the Employer advises the Claims Administrator that such fees will be paid directly by the Employer rather than from the Account. These monthly fees are due on the 1st of the month and will be considered late if not received by the last day of the month for which the fees were due. All other costs and expenses of the Claims Administrator for services or products beyond the scope of the provisions contained herein will be determined in accordance with the Claims Administrator's established time allocation and hourly charge procedures, and those of other persons or entities from whom hourly services are purchased.

4.4 Payment of Plan Expenses Levied or Assessed by Governmental Authorities. The Employer shall pay any and all taxes, fees for licenses and registrations, state premiums and fees levied, charged or assessed by any local, state or federal authority in connection with the operation of the Plan.

4.5 Plan Documentation. The Employer shall provide the Claims Administrator with copies of the Plan, its related summary plan description, any and all amendments thereto and any communications to Covered Persons regarding the Plan. A notice of any amendment to the Plan shall be provided to the Claims Administrator at least thirty (30) days prior to the effective date of such amendment. The Employer shall obtain appropriate legal review of any Plan document,

summary plan description or amendment thereto provided to the Employer by the Claims Administrator at the Employer's request.

4.6 Confidentiality and Use of Plan Information. The Employer acknowledges that in receiving any information under the terms of this Agreement from the Claims Administrator or otherwise relating to claims for benefits under the Plan, the Employer acts as the Plan sponsor and as the "Plan Administrator" as defined in ERISA, and the Employer agrees that any such information will be used by the Employer for the purpose of satisfying its fiduciary responsibilities with respect to the administration of the Plan and will be maintained and disseminated in accordance with fiduciary standards and other applicable law and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") and any other laws or regulations relating to the confidentiality or privacy of such information.

4.7 Compliance Documents and Procedures. The Employer agrees (i) to establish and maintain such agreements and other documents and procedures to comply with applicable law and regulations relating to the establishment and operation of the Plan, including but not limited to, claims and related appeals procedures and HIPAA compliance documents, and (ii) to appoint and maintain a "privacy and security officer" for purposes of HIPAA compliance.

ARTICLE V GENERAL TERMS AND CONDITIONS

5.1 Agency Relationship. The Claims Administrator, in performing its obligations under this Agreement, is acting solely as agent of the Employer and the rights and responsibilities of the parties shall be determined in accordance with the law of agency, except as otherwise specifically provided herein or in applicable law.

5.2 Funding of Benefits; Obligations of Claims Administrator. Benefits payable under the Plan shall be paid solely from the Employer's general assets out of the Account described in Article III or from insurance contracts that may be issued from time to time to pay benefits under the Plan. By agreeing to perform services under this Agreement, the Claims Administrator does not insure or underwrite any liability of the Employer under the Plan. The Claims Administrator shall not be required to use its funds for the payment of benefits under the Plan. In addition, the Claims Administrator shall have no obligation or duty to defend against any action or proceeding brought to recover a claim for Plan benefits.

5.3 Bonding and Additional Coverage. The Claims Administrator represents to the Employer that as of the Effective Date of this Agreement it maintains fidelity bond coverage in an amount not less than \$500,000 and errors and omissions coverage in an amount not less than \$1,000,000 and that it will take all reasonable action to maintain such coverages during the term of this Agreement. The Claims Administrator agrees to notify the Employer as soon as administratively practicable following the loss or termination of, or reduction to, such minimum

coverage amounts. The provisions of, and the rights and obligations under this section 5.3 shall survive the termination of this Agreement.

5.4 Indemnification by the Claims Administrator. The Claims Administrator will defend, indemnify, and hold the Employer and the Employer's employees, officers and directors harmless against any and all claims, demands, losses, costs, liabilities and damages, including reasonable attorneys' fees, that the Employer or other party indemnified under this section incurs as a result of the Claims Administrator's adjudged gross negligence or willful misconduct in the performance of its duties under this Agreement. This indemnification does not apply to benefits payable under the Plan.

5.5 Indemnification by the Employer. SUBJECT TO THE LIMIT ON EMPLOYER'S LIABILITY UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT THE EMPLOYER WILL DEFEND, INDEMNIFY, AND HOLD THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS (THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS ARE EACH REFERRED TO AS AN "INDEMNIFIED PARTY") HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, LIABILITIES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT AN INDEMNIFIED PARTY INCURS AS A RESULT OF (I) THE EMPLOYER'S NEGLIGENCE OR WILLFUL MISCONDUCT, (II) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY IN ACCORDANCE WITH INSTRUCTIONS OR DIRECTIONS BY THE PLAN, THE EMPLOYER OR THEIR AGENTS, OR (III) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY PERFORMING THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION TO THE FOREGOING INDEMNIFICATION PROVISIONS, THE EMPLOYER WILL DEFEND, INDEMNIFY AND HOLD AN INDEMNIFIED PARTY HARMLESS AGAINST ANY AND ALL CLAIMS FOR BENEFITS UNDER THE PLAN AND FOR REASONABLE ATTORNEYS' FEES INCURRED BY THE INDEMNIFIED PARTY IN DEFENDING ITSELF AGAINST THE CLAIMS MADE FOR PLAN BENEFITS AGAINST THE INDEMNIFIED PARTY. THE AMOUNT OF EMPLOYER'S INDEMNIFICATION UNDER THIS SECTION SHALL BE SUBJECT TO THE TERMS OF THE COLORADO GOVERNMENTAL IMMUNITY.

5.6 Limitation on Indemnification Obligations. Notwithstanding anything to the contrary contained in Sections 5.4, 5.5 and 5.7 of this Agreement, (i) the total amount of the Claims Administrator's indemnification obligations under Sections 5.4 and 5.7 of this Agreement arising with respect to the acts or omissions of the Claims Administrator occurring during any fiscal year of the Plan (the "Plan Year") shall in no event exceed the participant administration fee paid or payable to the Claims Administrator during for such Plan Year (the "Annual Administration Fee") determined based on the amounts set forth in Sections 6.1(a)(1)(A) and (B) of this Agreement (the "Claims Administrator's Maximum Annual Indemnification Amount") and (ii) the Employer's indemnification obligations under Sections 5.5 and 5.7 of this Agreement relating to a Plan Year shall be reduced by an amount determined by a court of competent jurisdiction to be caused by an

Indemnified Party's negligence during such Plan Year, up to the Annual Administration Fee (the "Annual Reduction Amount"). The Employer and the Claims Administrator acknowledge and agree that it is the intent of the parties to this Agreement that the sum of the Claims Administrator's Maximum Indemnification Amount and the Annual Reduction Amount for a Plan Year shall not exceed the Annual Administration Fee for such Plan Year.

5.7 Performance by Affiliates and Third Parties. All or any part of the services to be performed by the Claims Administrator under this Agreement may, at its discretion, be performed directly by it or by a subsidiary or affiliate of the Claims Administrator or, with the prior approval of the Employer, pursuant to a contract with any other organization. Any such approval by the Employer will not be unreasonably withheld.

5.8 Advisors, Consultants and Legal Counsel. The Claims Administrator may seek the service of outside advisors and consultants with respect to the performance of its duties under this Agreement. The Claims Administrator shall consult with the Employer and/or legal counsel designated by the Employer as soon as reasonably possible after it determines that a legal matter or special claim or benefit matter requires such consultation. The reasonable costs of such services or consultation shall be paid by the Employer. In addition, except as provided in Section 5.6, the defense of any legal action involving the Claims Administrator's responsibilities under this Agreement or relating to a claim for benefits under the Plan shall not be the obligation of the Claims Administrator.

5.9 Notices. The Claims Administrator shall be entitled to rely upon any communication believed by it to be genuine and to have been signed or presented by the Employer or a proper party or parties. Notices and communications under this Agreement must be given in writing and may be given by one party to the other by first class mail, express mail, courier or other delivery service, or facsimile or other electronic transmission.

Notices to the Claims Administrator shall be sent to the following address, or such other address as the Claims Administrator may provide to the Employer in writing from time to time:

Group & Pension Administrators, Inc.
Attn: Kathy Enochs
Park Central 8
12770 Merit Dr. 2nd Floor
Dallas, TX 75251

Notices to the Employer shall be sent to the following address, or such other address as the Employer may provide to the Claims Administrator in writing from time to time:

Gunnison County, Colorado
Attn: Cheryl Seling

200, E. Virginia Ave.

Gunnison, CO 81230

5.10 Term of Agreement; Termination. The initial term of this Agreement shall be a period of twelve (12) months commencing on the Effective Date, and thereafter, this Agreement shall renew automatically for successive terms of twelve (12) months, unless otherwise terminated pursuant to Sections 5.14 and 5.15, and subject to the Claims Administrator's right to modify its fees as provided in Section 5.22.

5.11 Applicable Law. This Agreement shall be construed and enforced according to the laws of the State of Texas to the extent not preempted, if applicable, by ERISA or other federal law.

5.12 Entire Agreement; Amendments. This Agreement and any Addenda hereto constitute the entire and final agreement between the parties hereto. This Agreement and/or any Addenda hereto may be amended or modified at any time and in any respect, but only by a written agreement adopted and executed by the Claims Administrator and the Employer, except that the Claims Administrator may modify its fees pursuant to Section 5.22 by written notice to the Employer.

5.13 Termination Resulting From Changes in Applicable Law. If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement (or prohibits the activities of the parties under this Agreement) or the existing law is interpreted to so prohibit the continuance of this Agreement (or the activities of the parties under this Agreement), this Agreement shall terminate automatically as to such jurisdiction on the effective date of such law or interpretation.

5.14 Termination of Agreement. The Employer or the Claims Administrator may terminate the Agreement at any time with at least sixty (60) days prior written notice to the other party. The Claims Administrator, at its option, may terminate the Agreement immediately following the failure of the Employer within ten (10) days of receipt of written notice by the Claims Administrator (i) to provide funds for the payment of benefit claims, administrative fees, or insurance premiums, or (ii) to pay the Claims Administrator's fees as set forth in Article VI hereof and in any Addenda hereto. In the event the Employer terminates the Agreement by giving sixty (60) days notice to the Claims Administrator or the Claims Administrator terminates the Agreement for failure of the Employer to adequately maintain the Account or otherwise pay benefits, expenses or the Claims Administrator's fees, the Employer shall pay the Claims Administrator's fees that otherwise would have been required for a period of sixty days following the date of notice by the Employer or the Claims Administrator, as the case might be, based on the number of Employees on the last regular monthly due date. This Agreement also may be terminated by the Employer due to the inability of the Employer to obtain stop-loss coverage on terms satisfactory to the Employer on

the renewal date of the stop-loss coverage. In such event, the sixty (60) day notice period will be waived and this Agreement will terminate on the date of termination of the stop-loss coverage.

5.15 Actions Following Termination. In the event of termination of this Agreement, the Claims Administrator shall (i) complete the processing of all requests for benefit payments under the Plan which are received by it (and are due and payable) prior to the date of termination of this Agreement, but it shall have no obligation to (A) complete the processing of any such requests upon its determination that the Employer has failed to provide funds for the payment of benefits, or (B) process requests for benefit payments or authorize drafts or checks received by it after the date of termination, except as provided in Section 5.21 below, and (ii) forward the claimant files to the appropriate party as prescribed by federal and state laws at the Employer's expense. In the event the Employer desires reports or other services after termination, other than the reports required under Section 1.11 such reports or services will be provided at the additional cost involved in producing the requested reports or services. The standard reports that are produced upon termination are the Accumulator file and the Eligibility file. The charge for these reports is \$500. Any special reports other than the standard reports produced upon termination will be mutually negotiated and can vary depending upon the complexity and amount of computer programming involved.

5.16 Medical Information; Hospital Audits. The Employer shall pay fees required by any provider in order to obtain the medical information necessary for proper consideration of benefit claims. In addition, if hospital audits are indicated, the Employer will also pay the additional cost of an in-hospital audit. The determination of whether a hospital audit is indicated shall be made jointly by the Employer and the Claims Administrator.

5.17 Reporting and Disclosure Requirements. The Employer and the Claims Administrator acknowledge and agree that the reporting and disclosure requirements imposed by state and federal statutes with respect to the Plan are the responsibility of the Employer, and although the Claims Administrator will provide reasonable assistance to the Employer in meeting and fulfilling such reporting and disclosure requirements, the Claims Administrator shall not be responsible in any manner for satisfying such requirements. The Claims Administrator shall not be considered the "Plan Administrator" of the Plan as described in ERISA.

5.18 Plan Amendments. The Claims Administrator will assist the Employer in preparing Plan Amendments as needed for compliance with requirements of federal statutes or for design changes requested by the Employer. The Employer agrees that such Plan amendments will be reviewed and approved by the Employer's legal counsel prior to implementation of the amendments.

5.19 Summary of Benefits. Providing a Summary of Plan benefits will be the responsibility of the Claims Administrator. In this regard, the Claims Administrator shall rely on participation information provided by the Employer.

5.20 Benefit Processing Outside of Agreement Term. In the event the Employer desires claim services for benefits incurred prior to the date of termination of this Agreement, but not processed by such date (“post-contract payment”), or if the Employer desires claim services for benefits incurred prior to the Effective Date, but to be processed during the term of this Agreement (“pre-contract incurred”), a special claims charge (post-contract payment/pre-contract incurred) is specified in the compensation section of this Agreement. This service is available at the request of the Employer with the approval of the Claims Administrator and the special claims charge is due at the time service is rendered. A draft or check for the amount of the special claims charge will be drawn on the Account described in Article III.

5.21 Modification of Claims Administrator’s Fees. The Claims Administrator may modify its fees, including any late fees or charges, as set forth in Article VI and in any Addenda to this Agreement (i) at the expiration of the first term of this Agreement, (ii) at any time thereafter with thirty (30) days prior notice to the Employer (but not more often than 2 times during any term of the Agreement), (iii) at any time in connection with any amendment to the Plan relating to benefits or administration of the Plan, (iv) at any time in connection with a change of 25 percent (25%) or more in the number of Covered Persons, or (v) in connection with any change in the law or regulation that significantly affects the responsibility or liability of the Claims Administrator under this Agreement.

ARTICLE VI COMPENSATION

6.1 Basic Compensation. A Plan setup fee of \$1,000 will be paid to the Claims Administrator upon execution of this Agreement.

The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) For the Claims Administrator:

(1) MONTHLY	
(A) Per Employee during the term of this Agreement	\$33.30*
(B) Per Employee during the term of this Agreement (Dental)	\$3.50
(C) Per Employee during the term of this Agreement (Vision)	\$1.50
(D) Monthly Minimum Fee	\$3,968.00
(E) PUICS PPO Service Fee	\$4.75
(F) Cost Containment Services	25% of savings
(G) COBRA/HIPAA Administration Service Fee	\$1.50
(H) Percent of Transplant Program Premium	10%

* The month of January 2020 & February 2020 waived

The above fees are for the services outlined in Article I of this Agreement. The above medical/dental/vision administration fees are guaranteed for 2 years and will not increase by more than 10% in year three (3). The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon in Article IV.

(2) UTILIZATION REVIEW SERVICES

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	\$135 per hour
Physician Review	\$300 per hour

(3) SPECIAL CLAIMS CHARGE (if applicable)

(A) Pre-contract incurred	
Set-up Fee per Plan Option	\$500
Percent of paid claims	10%
(B) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	\$250

(4) MISCELLANEOUS CHARGES

(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	\$1,000
(B) Restatement of Summary Plan Description for dental only	\$ 500
(C) Summary of Benefits and Coverage (SBC)	Included in (a)(1)(A)
(D) Translation of the Summary of Benefits and Coverage <u>will be billed on an actual cost basis to the Plan.</u>	
(E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment <u>will be billed on an actual cost basis to the Plan.</u>	
(F) <u>Printing of Employee Booklets, and PPO Directories will be billed on an actual cost basis to the Plan.</u>	
(G) Home Mailing of ID Cards by Claims Administrator	Included in (a)(1)(A)
(I) Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other	

services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client

(J) Online Access programming set-up	Included in (a)(1)(A)
(K) Programming charges for non-standard reports	\$225/hour
(L) Plan changes made after Plan Benefits are entered into GPA system	\$125/hour Minimum \$250
(M) Additional Benefit Plan Options added after initial set-up completed	\$500
(N) Explanation of Benefits (EOB)/Check copies to Employer (upon request)	\$0.09 per page
(5) MONTHLY LATE CHARGE	\$250
Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due	

6.2 Claims Administrator's Disclosure. During the term of this Agreement, Claims Administrator will receive administrative compensation, under separate agreements with vendors, for services such as, but not limited to, eligibility formatting and maintenance, report distribution, client communication services, prior authorizations, renewal projections, technological support, claims coordination and support, electronic connections and vendor support. The compensation from other vendors is a portion of the negotiated rates and is based upon the volume of business that the Claims Administrator has with the vendor and is never based upon the profitability of the Claims Administrator or the Claims Administrator's block of business. Such compensation will not change the fees due from the Employer under this Agreement and reflected in Article 6.1.

6.3 Reasonable Compensation. Employer agrees to pay GPA collectively for all services and fees referenced in Article VI of this Agreement (the "Fees"). Employer represents to GPA that Employer, as sponsor of the Plan covered by the Agreement and as a fiduciary of such Plan, has determined that the services referenced in Article VI are beneficial to the Plan, and in the best interests of its participants. Employer represents to GPA that Employer has determined that the Fees (a) are consistent with the terms of the Plan; (b) represent reasonable compensation; and (c) will not be paid from the assets of the Plan.

6.4 Agent of Record Compensation. Claims Administrator shall collect Agent of Record fees designated in Sec. 6.1 (b) and transmit those fees on behalf of Employer to the Agent of Record. In the event Claims Administrator receives a written request from Employer directing replacement of the Agent of Record designated in Sec. 6.1 (b), Claims Administrator shall serve written notice of this request, and all compensation to Agent of Record from

Employer shall immediately cease unless Agent of Record obtains from Employer and deliver to Claims Administrator a written recession of Employer's original request for replacement of Agent of Record, provided the termination of Agent of Record's right to compensation shall not affect Agent of Record's right to compensation during the first year of this Claims Administration Agreement. Employer agrees that Agent of Record shall be paid the Agent of Record the compensation set out in Sec. 6.1 (b) during the first year of this Claims Administration Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written, effective as set forth herein.

Gunnison County, Colorado Board of County Commissioners

By: 
Printed Name: JONATHAN HOUCK
Title: BOCC CHAIRPERSON
Date: MAY 5, 2020

Group & Pension Administrators, Inc.

By: 
Printed Name: Kathy Enochs
Title: Chief Executive Officer
Date: 5/5/2020

ADDENDUM #1
to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

Whereas **Gunnison County, Colorado** is a client of TPA and desires to use the Internet Enrollment program in order that the Client:

- Add new eligible entrants to the Plan through the Internet;
 - Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
 - Terminate Plan Participants through the Internet, the Client by signing this Agreement agrees to the following terms and conditions:
1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the Internet Enrollment program and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.
 2. Client will retain supporting documentation for eligibility supplied to TPA through the Internet Enrollment program. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.
 3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

ADDENDUM #2
To the Claims Administration Agreement
Between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

WHEREAS, the Client and its affiliates provide medical benefits to their employees pursuant to a written welfare benefit plan and desires to include GPA Nurse NavigatorSM as part of that plan;

WHEREAS, Claims Administrator desires to perform services on behalf of the Client as set forth herein.

NOW, THEREFORE, in consideration of the payments to Claims Administrator as provided in this Addendum, the parties agree as follows:

1. Services

During the term of this Addendum and subject to the terms and conditions hereof, the Claims Administrator will assist the Client by providing HealthWatch services elected by the Client ("Services") as listed herein:

The GPA Nurse NavigatorSM will provide for medical service requests:

- Provider options with patient reviews and quality metrics (when available)
- Cost estimates based upon claims data (if applicable)
- Appointment coordination & medical record retrieval (if applicable)
- Negotiation with out of network provider (if applicable)
- Clinical education for medical conditions and/or treatments (if applicable)
- Assistance with medical benefits & claims & (if applicable)
- Medication coordination (if applicable)
- Facilitate appropriate referral for continued medical management (if applicable)
- Coordination of cash negotiations with Pre-Pay with Virtual Card (if applicable)

Employee's eligibility in the program will be based upon current eligibility with the health plan.

The GPA Nurse NavigatorSM program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. This program is voluntary and confidential. Participants may decline participation or opt out from the GPA Nurse NavigatorSM program at any time by contacting the Claims Administrator HealthWatch department by phone or in writing. Participants have the right to decline participation, revoke consent, or terminate participation at any time. GPA Nurse NavigatorSM is offered at the Client's expense.

Services of the GPA Nurse NavigatorSM program will be delivered to individuals by one or more of the following:

- Telephonic, postal mail, email and/or fax

2. Service Election

The Services provided shall be elected by completing Exhibit 1 attached to this Addendum. The Employer/Client and Claims Administrator may mutually agree to amend Exhibit 1.

3. Delivery of Services

The Services to be delivered under this Addendum, except for administrative, shall be provided by professionals with advanced education or who are currently licensed, registered, or certified. The Claims Administrator in providing the Services shall not be engaged in the practice of medicine.

4. Effective Date

This Addendum shall become effective on the date indicated on Exhibit 1 and shall continue thereafter until the earlier of the termination of the Agreement, the Employer/Client failure to make timely payment of fees for the Services, or either party providing 30 days prior written notice of termination of this Addendum to the other.

5. Fees

Fees to be paid for the Services are listed on Exhibit 1 to this Addendum.

6. Reporting

Claims Administrator shall provide Employer/Client standard reporting at no additional charge and custom reporting as noted in Exhibit 1.

**GPA NURSE NAVIGATOR™ EXHIBIT
EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT**

This Exhibit to the GPA Nurse Navigator™ ADDENDUM to the Claims Administration Agreement between Employer/Client Gunnison County, Colorado and Claims Administrator shall serve as the Employer/Client's election of Services under the GPA Nurse Navigator™ program Addendum as follows:

1. **Effective Date:** January 1, 2020

2. **Fees payable for Services elected:**

Program Fees (select the option that applies):

Included in 6.1 (a)(1)(A)

Additional Programs Added:

Pre Pay with Virtual Card Program

Communication Materials

The following is included in the GPA Nurse Navigator™ program fees:

Limited electronic flyers and posters provided annually

Travel

The Client is responsible for onsite meetings billed at cost.

Reports

The following is included in the GPA Nurse Navigator™ program fees: Annual utilization report

The Client is responsible for custom reports at \$225/hour rate

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; KSL Research, Tra

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: KSL Research and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

train the trainer for secondary trauma for 10-15 organizations

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 1/26/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/25/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

Quote - Gunnison County

KSL Research, Training, & Consultation, LLC

9025 W Pinnacle Vista Dr. Peoria, AZ 85383

Cell Phone# 602-525-1989

www.kslresearch.org



Vendor Information	
Name:	Kirsten Lewis
DUNS#:	841304020
TIN:	27-0568406

SERVICES / MATERIALS/ LICENSE					
DATE	DESCRIPTION	Training Fee	Materials	License	TOTAL
2/28/2024	On site 3-day TSM Instructor Training	9000.00			\$ 9,000.00
	TSM 3-year License			4000.00	\$ 4,000.00
	Instructor Manuals \$45/participant				\$ -
Subtotal Services/Materials/License		9000.00	0.00	4000.00	\$ 13,000.00

DATE	TRAVEL DESCRIPTION	Air & Trans.	Lodging	Fuel / Mileage	Parking	Per Diem	Other	DAILY TOTAL
	Airfare	307.20						\$ 307.20
	Car Rental			377.00				\$ 377.00
	Airport Parking \$16/day x5				80.00			\$ 80.00
	Per Diem \$69/day x 3					207.00		\$ 207.00
								\$ -
								\$ -
								\$ -
								\$ -
	Subtotal Travel	307.20	0.00	377.00	80.00	207.00	0.00	\$ 971.20

TOTAL COMBINED AMOUNT	\$ 13,971.20
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Note: Mileage reimbursement for personal car = \$0.655/mile
 Note: Distance from personal residence to airport = 34 miles



 Date

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 28th day of February 2024, by and between the **Board of County Commissioners of the County of Gunnison**, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“Gunnison County”) and **KSL Research, Training, & Consultation, LLC**, whose address is 9025 W Pinnacle Vista Dr. Peoria, AZ 85383 (“Contractor”).

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix 1 (“Services”).]

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on **March 3, 2027**, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with the strategic goal of **promoting prosperous, collaborative, and healthy communities**, 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 fifteen thousand and no/100 U. S. Dollars (\$15,000) (“Compensation”). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason

within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

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

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

- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

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

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

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, § 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or

permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

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

any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

Gunnison County understands and agrees that the *TSM T4T* curriculum is being provided under this Agreement to Gunnison County only, and not to any other agencies, organizations, or corporations. Gunnison County is not authorized under this agreement to reproduce, distribute, or otherwise share the *TSM T4T* curriculum with any individual or organization outside of that of Gunnison County. Gunnison County further agrees that only individuals who have completed the TSM T4T training and are certified through the TSM T4T can be trainers within their organization and that no other individuals will provide training based on the TSM T4T curriculum.

- a. Intellectual Property Rights. Gunnison County recognizes and agrees that Contractor shall retain on behalf of itself all right, title, and interest to the *TSM T4T* training materials, all materials incorporated therein and related materials including, without limitation, all developments, improvements, and modifications thereto (if any) created by or for Contractor to such curriculum, training, or materials during the course of providing any services to Gunnison County hereunder. Contractor shall also retain on behalf of itself all associated Intellectual Property Rights, including the title to copies of any or all media bearing information regarding the *TSM T4T* training curriculum. By signing this Agreement, Gunnison County understands that it acquires no interest under this Agreement to any Intellectual Property Rights of any kind other than those rights expressly granted under this Agreement.

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

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

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Contractor: Contractor, Training, & Consultation, LLC
9025 W Pinnacle Vista Dr
Peoria, Arizona, 85383

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

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

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

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

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

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

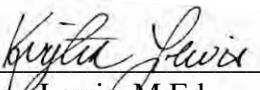
By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: 
Kirsten Lewis, M.Ed.
President & Co-owner

Date: January 23, 2024

APPENDIX I

TRAUMATIC STRESS MANAGEMENT TRAIN THE TRAINER CURRICULUM LICENSING & SERVICES AGREEMENT

Thank you for purchasing the Traumatic Stress Management Train the Trainer (“TSM T4T”) curriculum from Contractor, Training, & Consultation, LLC.

This Licensing and Services Agreement (“Agreement”) is entered into by and between **KSL Research, Training & Consultation, LLC** (“Contractor”), a limited liability company registered in the State of Arizona, and **Board of County Commissioners of the County of Gunnison** (“You” or “Gunnison County”) (collectively “the Parties”). Please take a moment to read through this Agreement as it contains the terms and conditions you agree to when you purchase our training curriculum.

Term and Scope of Agreement

1. Term. The Parties hereby acknowledge and agree that, upon Gunnison County’s approval of this Agreement and Contractor’s receipt of payment as described in Appendix II, Contractor shall provide the services and materials to Gunnison County as described in Appendix I (the “Curriculum”) during the term from **March 4, 2024** to **March 3, 2027** (“Term”). In the event the Parties agree to a different payment schedule, such payment schedule and timeline for delivery of the services and materials will be set forth in Appendix II.
2. Pay: As payment for the provision of services and licensing of materials set forth in Appendix II, Gunnison County agrees to pay Contractor the fees set forth in Appendix III within forty-five (45) days of receipt of an invoice.
3. Limitations on Use. Gunnison County understands and agrees that the *TSM T4T* curriculum is being provided under this Agreement to Gunnison County only, and not to any other agencies, organizations, or corporations. Gunnison County is not authorized under this agreement to reproduce, distribute, or otherwise share the *TSM T4T* curriculum with any individual or organization outside of that of Gunnison County. Gunnison County further agrees that only individuals who have completed the TSM T4T training and are certified through the TSM T4T can be trainers within their organization and that no other individuals will provide training based on the TSM T4T curriculum.
4. License Grant. Subject to the terms and conditions of this Agreement, Contractor hereby grants to Gunnison County a non-transferable, non-exclusive, right and license to any and all written materials included with the *TSM T4T* curriculum, including PowerPoint presentations, participant workbooks, and any other written materials for the Term of this Agreement.

In no event shall the license granted under this section be construed as including a license of any kind, either express, implied, via estoppel or otherwise, to any of Contractor’s Intellectual Property Rights other than those rights expressly granted in this Agreement. This license shall not be assigned, transferred or sublicensed by Gunnison County without the express written

authorization of the Contractor, which authorization may be withheld in the sole and absolute discretion of Contractor.

5. Consultation and Updates. The *TSM T4T* curriculum is provided with email and telephone support during the Term of this Agreement. Contractor will be available to answer questions about curriculum content, provide coaching for trainers, and consultation on capacity building for program development. KSL may provide Gunnison County with updates and corrections to the *TSM T4T* training curriculum at its discretion. For purposes of this Agreement, such updated or corrected versions will be emailed to Gunnison County and shall be deemed to be included in the *TSM T4T* training curriculum and governed by the same terms and conditions included herein.
6. Intellectual Property Rights. Gunnison County recognizes and agrees that Contractor shall retain on behalf of itself all right, title and interest to the *TSM T4T* training materials, all materials incorporated therein and related materials including, without limitation, all developments, improvements, and modifications thereto (if any) created by or for Contractor to such curriculum, training, or materials during the course of providing any services to Gunnison County hereunder. Contractor shall also retain on behalf of itself all associated Intellectual Property Rights, including the title to copies of any or all media bearing information regarding the *TSM T4T* training curriculum. By signing this Agreement, Gunnison County understands that it acquires no interest under this Agreement to any Intellectual Property Rights of any kind other than those rights expressly granted under this Agreement.

Confidentiality

7. Use of Confidential Information. Gunnison County agrees to use the *TSM T4T* Curriculum solely for the purposes set forth in this Agreement and shall have no right to use or disclose such information or materials for any other purposes. Gunnison County understands and agrees that the *TSM T4T* curriculum is being provided to Gunnison County only, and not to any other agencies, organizations, or corporations. Gunnison County may disclose the Curriculum and Confidential Information of Contractor to its relevant employees, agents or its appointed professionals, provided that Gunnison County shall ensure that such persons shall comply with relevant terms and conditions of this Agreement and that it shall assume any liability arising out of any breach by such persons of relevant terms and conditions of this Agreement. Gunnison County is not authorized under this agreement to reproduce, distribute, or otherwise share the *TSM T4T* curriculum with any individual or organization outside of that of Gunnison County.
8. Safeguarding of Confidential Information. Gunnison County agrees to use its diligent efforts to protect Contractor's Intellectual Property while executing its rights under this Agreement. Specifically, Gunnison County agrees to advise Contractor immediately upon knowledge of any infringements of Contractor's Intellectual Property or Intellectual Property Rights, and to assist as reasonably requested by Contractor, in the safeguarding of such rights.
9. Breach of Confidentiality. Gunnison County agrees that it would be difficult to measure any damages to Contractor which might result from any breach by Gunnison County of the

promises set forth in herein in this Section, and that in any event damages would be an inadequate remedy for any such breach. Accordingly, Gunnison County agrees that if it breaches, or proposes to breach, any portion of this Section, Contractor shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to Contractor or posting any bond otherwise required by law.

Representations And Warranties

10. **Disclaimer Of Warranties.** The *TSM T4T* curriculum is licensed “As Is”. Contractor disclaims all warranties whatsoever, expressed or implied, statutory, or otherwise, and Contractor expressly disclaims any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising in any way out of this Agreement.
11. **Limitation of Liability.** Gunnison County acknowledges that the *TSM T4T* curriculum may still be under development, or may be incomplete, and that it may relate to materials that are under development or are planned for development. Contractor therefore gives no warranties regarding the accuracy of the *TSM T4T* curriculum or information related to it. Contractor accepts no responsibility for any expenses, losses or actions undertaken or not undertaken by Gunnison County as a result of Gunnison County’s receipt or use of the *TSM T4T* curriculum.

In no event will the Contractor be liable to Gunnison County or any third party for the cost of procuring substitute goods or services, lost profits, loss of use, loss of data or any incidental, consequential, indirect, or special damages, whether under contract, tort, warranty or otherwise, arising in any way out of this or any other related agreement, whether or not such party had advance notice of the possibility of such damages. In the event that Contractor is found to be liable for damages under this Agreement, the Parties agree that the total amount of such damages will not exceed the total purchase price paid by Gunnison County.

Termination

12. **Termination.** This Agreement may be terminated by either: 1) the expiration of the Term of the Agreement set forth in Paragraph 1; 2) termination by Contractor; or 3) termination by Gunnison County.
13. **Termination by Contractor.** Contractor may terminate this Agreement immediately upon written notice to Gunnison County as follows: a) If Gunnison County is in material breach of any of its obligations under this Agreement and Gunnison County does not cure such breach within thirty (30) days of receipt of written notice from Contractor; b) upon any attempt by Gunnison County to assign, sublicense or otherwise transfer any of its rights or obligations under this Agreement in contravention of this Agreement; or c) upon Gunnison County’s failure to timely pay the fees due and owing to Contractor as set forth in Appendix II. In the event that Contractor agrees to payment after the delivery of the services and materials set forth in Appendix I, and such payment is not received within ten (10) business days of the first day of the in-person training, all licenses and other rights granted under this Agreement will terminate

immediately and Contractor will reserve the right to pursue all legal remedies against Gunnison County for collection of the fees due.

14. Termination by Gunnison County. Gunnison County may terminate this Agreement at any time with written notice to Contractor. In the event that such termination occurs prior to delivery of the materials and services set forth in Appendix I, Gunnison County may be entitled to a refund of fees paid in the discretion of Contractor or as required by law. After delivery of the materials and services set forth in Appendix I, Gunnison County may terminate the Agreement but will not be entitled to a refund.
15. Effect of Termination. Upon any expiration or termination of this Agreement, all rights and licenses granted by Contractor to Gunnison County hereunder shall immediately terminate, and Gunnison County shall cease using all information included with the *TSM T4T* curriculum (including written materials, reproductions and/or video or audio recordings made of the training materials) in its possession.
16. Survival of Termination. Paragraphs 3, 4, 5, 7, 8, 9, 10, 11, 12, and any other provision that by necessary implication is intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

Miscellaneous Provisions

17. Governing Law, Venue and Jurisdiction. This Agreement shall be construed and controlled by the laws of the State of Arizona, United States of America and the federal law of the United States of America, without reference to conflict of law principles. The Parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all Parties irrevocably consent to jurisdiction and venue in the state and federal courts of the State of Arizona.
18. Assignment. Gunnison County shall not assign or transfer, in whole or in part, this Agreement (whether directly or indirectly, whether by operation of law or otherwise) without the express consent of Contractor.
19. Succession. This Agreement shall be binding upon the legal successors of the Parties. For the avoidance of doubt, the legal successors of Gunnison County include any Person, including any Affiliate of Gunnison County, that succeeds to, engages in or continues all or part of the Business conducted by Gunnison County during the Term hereof.
20. Taxes. Each of the Parties is responsible for paying any applicable taxes in connection with the transactions hereunder in accordance with law.
21. Arbitration. Other than actions for injunctive relief, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof.
22. Authority. Each Party represents and warrants to the other Party that such Party is authorized

and has the power and authority to execute and deliver this Agreement and to perform such Party's obligations hereunder.

23. Severability. Should any one or more provisions of this Agreement or any other agreement or document executed under or in connection with this Agreement be held invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or any such other agreement or document or any part thereof.

24. Entire Agreement; Waiver. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless agreed to in writing and signed by both Contractor and an authorized representative for the Gunnison County, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

IN WITNESS WHEREOF, this Licensing and Services Agreement has been executed by a duly authorized representative of Gunnison County, and by Contractor.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON

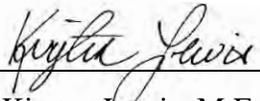
By: _____

Name:

Title:

Date:

CONTRACTOR, TRAINING & CONSULTATION, LLC

By: 

Name: Kirsten Lewis, M.Ed.

Title: President & Co-Owner

Date: 1/23/2024

APPENDIX 11
Services and Materials Included Under
Licensing and Services Agreement

- 3-day TSM in-person instructor training with a representative of KSL Research;
- TSM T4T certificate of completion provided at the three-day training for each participant
- Access to TSM PowerPoints used by KSL Research during the three-day training with the rights to use for the period of the agreement;
- TSM instructor manual provided at the three-day training with the rights to use for the period of the agreement;
- Access to TSM Professional Impact Scale provided at the three-day training with the rights to use for the period of the agreement;
- Access to TSM Wellness/Resilience survey provided at the three-day training with the rights to use for the period of the agreement;
- Access to TSM program activities and exercises provided at the three-day training with the rights to use for the period of the agreement;
- Follow-up consultation and support as needed (as defined in Appendix I, Paragraph 5);

APPENDIX III
Fees for Services and Materials Provided Under
Licensing and Services Agreement

In consideration for the licensing of the *TSM T4T* curriculum and provision of services with respect to the curriculum by KSL Research to Gunnison County (as outlined in Appendix II), Gunnison County shall pay the following Fees to KSL Research:

- \$4,000 = TSM T4T 3-year license
- \$9,000 = On-site, in-person, 3-day TSM T4T instructor training
- \$1,000 = Travel Costs estimated

KSL Research has agreed to provide the services and materials outlined in Appendix II to Gunnison County under the following payment terms: Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Participating Agreement between Gunnison County Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: USFS

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The U.S. Forest Service and the County coordinate efforts to treat noxious and invasive plants along designated rights-of way, across jurisdictional boundaries, for ecological and economic benefit. The Greater Rocky Mountain Resource Advisory Committee has approved this project with Secure

Fiscal Impact: \$30,000.00

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 2/1/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/31/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/2/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024



FS Agreement No. 24-PA-11020400-008

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
GUNNISON COUNTY COLORADO GOVERNMENT
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FORESTS

This PARTICIPATING AGREEMENT is hereby entered into by and between Gunnison County Colorado Government, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forests, hereinafter referred to as the “U.S. Forest Service,” under the authority: Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: The U.S. Forest Service and the County recognize that the infestation and spread of certain undesirable and/or noxious plants pose a threat to the environmental and economic health of the County. These undesirable plants cause the displacement of native plant species and the degradation of livestock forage, wildlife habitat and recreational values in the County, including National Forest System (NFS) lands. The U.S. Forest Service and the County coordinate efforts to treat noxious and invasive plants along designated rights-of way, across jurisdictional boundaries, for ecological and economic benefit. The Greater Rocky Mountain Resource Advisory Committee (RAC) has approved this project with Secure Rural School/Title II funds.

Title: Secure Rural School Funded Noxious Weeds Management

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to facilitate a cost-effective and coordinated treatment of noxious and/or undesirable plants across jurisdictional boundaries throughout the County.

This agreement defines the roles and responsibilities of the U.S. Forest Service and the County in this effort in accordance with the following provisions and the hereby incorporated Operating Plan, Attachment: A, and Financial Plan, Attachment: B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the County both have the responsibility for controlling undesirable plants on lands under their respective jurisdictions. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest and benefit of both parties to work together in a cost-effective manner to locate and treat infestations to prevent further spread.



In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Meet with the U.S. Forest Service prior to May 1st of each year to identify and agree to specific projects that will be jointly performed and/or funded during that year. Those projects will be listed in the Operating Plan attached to this agreement or in this agreement's modifications.
- C. Carry out the Colorado Weed Management Act.
- D. Assist in mapping current undesirable plant infestations and advising the U.S. Forest Service Project Manager of any new infestations on NFS lands, as funding and capacity allow.
- E. Agree to jointly identify and prioritize noxious weed project areas.
 - 1. New invaders will have the highest priority.
 - 2. Second priority will be in areas where treatment has already been initiated.
 - 3. Areas requiring re-treatment will have the lowest priority.
- F. Purchase and apply (by ground rig only) herbicide on NFS lands.
- G. Apply herbicide according to label instructions and U.S. Forest Service guidelines.
- H. Properly calibrate herbicide application equipment as required.
- I. Ensure applicators are certified with the Colorado Department of Agriculture and have a current applicators license in Rangeland Pest Control and Right-of-Way Pest Control.
- J. Ensure all personal protective equipment is utilized as appropriate.
- K. Clean herbicide application equipment only in specifically designated areas by a certified applicator.
- L. Dispose of herbicide containers in a manner that is consistent with the label and according to all federal, state, and county laws.
- M. Ensure no herbicide application is done when winds exceed 10 MPH.
- N. Ensure herbicide is not applied directly into streams or where run-off is likely to occur.



- O. Agree that the U.S. Forest Service reserves the right to direct the applicator to suspend work on this project if it determines that wind, rain, or other weather conditions will prohibit effective application of herbicides or if the growth stage of the noxious weed(s) will prohibit effective use of the chemical(s).
- P. Complete and provide the U.S. Forest Service a copy of all herbicide application records completed on NFS lands. These records will be provided to the U.S. Forest Service no later than October 31st of each year.
- Q. Be responsible for completing and providing work under U.S. Forest Service guidelines.
- R. Notify the U.S. Forest Service in a timely manner on planned use of herbicides on NFS lands so documents needed for approval can be completed before any herbicide application commences. Notification needs to include timeframes, location(s), anticipated method(s) of application, and herbicide(s) to be used.
- S. Promote statewide certification standards for noxious weed free forage (feed, hay, straw, or mulch) including the inspection, transit certification forms, blue and orange marking twine, and galvanized wire for certified weed free forage.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$30,000.00** as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's quarterly invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. U.S. Forest Service agreement number. **24-PA-11020400-008**
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and the County's share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".



9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance - Grants and Agreements
4000 Masthead Street, NE
Albuquerque, NM 87109

Send an electronic copy to: aidan.downey@usda.gov

- B. Meet with the County prior to May 1st of each year to identify and agree to specific projects that will be jointly performed and/or funded during the year. Those projects will be listed in the Operating Plan as attached to this agreement or to this agreement's modifications.
- C. Reimburse the County for the agreed upon expenses incurred by the County for the purchase and application of herbicide and/or biological control agents in an amount not to exceed the amount allocated for noxious weed control in the financial plan.
- D. Be responsible for assisting in obtaining access to or across NFS lands to treat properties (in the immediate cooperative effort) that are infested with weeds.
- E. Provide a list of approved herbicides for application on NFS lands.
- F. Assist in mapping current infestations as funding and capacity allow, advise the County on any new infestations of noxious weeds on NFS lands.
- G. Assist the County in carrying out the County program as it applies to NFS lands in cooperation with the County.
- H. Be responsible for assisting in education of the public in areas of identification, reporting, and control of noxious weeds through Integrated Weed Management (IWM) as funding and capacity allow.
- I. Jointly identify and prioritize noxious weed project areas with the County.
- J. Be responsible for preparation and approval of any appropriate National Environmental Policy Act (NEPA) documentation, pesticide use proposals, and/or biological clearances for areas undergoing IWM on NFS lands.
- K. Require that feed materials and mulch introduced on NFS lands be certified weed-free.



V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Neither party to this agreement will directly supervise employees of the other party to this agreement. Qualified supervisors shall be on site with employees of their organization during performance of activities under this agreement.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Jason Evanko Gunnison County PO Box 915 Gunnison, CO 81230 Telephone: 724-875-8493 FAX: N/A Email: jevanko@gunnisoncounty.org	Jody Wise Gunnison County Finance 200 East Virginia Avenue Gunnison, CO 81230 Telephone: 970-641-7679 FAX: 970-641-7643 Email: jwise@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Aidan Downey Rangeland Management Specialist 216 North Colorado Street Gunnison, CO 81230 Telephone: 970-642-4405 Email: aidan.downey@usda.gov	Keri Rummel Grants Management Specialist 1617 Cole Boulevard, Building 17 Lakewood, CO 80401 Telephone: 605-515-8812 Email: keri.rummel@usda.gov

- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.



- E. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities and does not by direct reference or implication convey the County's endorsement of the U.S. Forest Service's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the County when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.
- Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.



- K. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. The County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. **STANDARDS FOR FINANCIAL MANAGEMENT**.
- 1. Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 - 2. Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
 - 3. Internal Control**

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.
 - 4. Source Documentation**

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.
- M. **OVERPAYMENT**. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or



- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- N. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination the County shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.



- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Grand Mesa, Uncompahgre, and Gunnison National Forests Gunnison Ranger District of the U.S. Forest Service, U.S. Department of Agriculture"

The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the



U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000.00 or more per unit and a useful life of over one year.
- U. PROPERTY IMPROVEMENTS. Improvements placed by the County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642.

USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."



- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for the County's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.
- Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without



undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
3. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it:
 - a. Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least **60** days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **February 1, 2029**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



HH. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

JONATHAN HOUCK, Chairperson
Gunnison County Commissioners
Date

JASON LAWHON, Acting Forest Supervisor
U.S. Forest Service, Grand Mesa, Uncompahgre, and
Gunnison National Forests
Date

The authority and format of this agreement have been reviewed and approved for signature.

KERI RUMMEL
U.S. Forest Service Grants Management Specialist
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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OPERATING PLAN

I. GENERAL PROJECT DESCRIPTION:

The U.S. Forest Service and Gunnison County will work together to treat noxious and invasive plants along designated rights-of-way, across jurisdictional boundaries in the Gunnison Ranger District and Paonia Ranger District.

II. PROJECT SPECIFICS:

A. FOREST SERVICE SHALL:

1. Provide guidance on rights-of-ways to be treated.
2. Collect treatment data at the end of the operation season.

B. GUNNISON COUNTY SHALL:

1. Record all data for treatments on NFS lands including, date, location description, applicator name, method of application (ATV, truck, backpack, hand pulling, etc.), calibration rate, species treated, herbicide label name, herbicide application rate, surfactant label name, surfactant application rate, dye label name, dye application rate, treatment area (acres), and volume applied (gallons).
2. Treat pre-designated rights-of-way. *

Work Areas	Hours @ \$117.50/hr (including labor, equipment, materials, travel, administration)	Treatment (chemical, cultural, bio, physical)	Estimated Period of Performance	Estimated Cost
Los Pinos area roads	7	Chemical	6/1-09/30	\$822.50
Black Mesa Roads 716, 717 & 719	13	Chemical	6/1-09/30	\$1,527.50
Slate River & Washington Gulch, Poverty	8	Chemical	6/1-09/30	\$940.00
Kebler Pass	4	Chemical	6/1-09/30	\$470.00
Cement Creek	3	Chemical	6/1-09/30	\$352.50
Brush Creek	4	Chemical	6/1-09/30	\$470.00
Red Creek	4	Chemical	6/1-09/30	\$470.00
Coal Creek Road	13	Chemical	6/1-09/30	\$1,527.50
Taylor/Spring Creek	4	Chemical	6/1-09/30	\$470.00
Alpine Plateau	4	Chemical	6/1-09/30	\$470.00
Lost Canyon	2	Chemical	6/1-09/30	\$235.00
Coal Creek Road	10	Chemical	6/1-09/30	\$1,175.00
Waunita Road (887)	4	Chemical	6/1-09/30	\$470.00
Jacks Cabin	4	Chemical	6/1-09/30	\$470.00
Total	84			\$9,870.00

**Areas to be treated include but are not limited to listed pre-designated rights-of-way. If undesirable plants are found on other rights-of way or areas on NFS land, treatment will be applied as budget allows.*

- C. TERM OF OPERATING PLAN: The project’s field work shall be completed during the performance period starting June 1st and ending September 30th of each calendar year.

Exhibit:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,200.00	\$29,962.50	\$0.00	\$0.00	\$34,162.50
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$5,100.00	\$0.00	\$5,100.00
Supplies/Materials	\$0.00	\$37.50	\$0.00	\$0.00	\$37.50
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$4,200.00	\$30,000.00	\$5,100.00	\$0.00	\$39,300.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$672.00				\$672.00
Total	\$4,872.00	\$30,000.00	\$5,100.00	\$0.00	\$39,972.00
Total Project Value:					\$39,972.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 87.24%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 12.76%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Range & Invasives Program Manager	\$300.00	2.00	\$600.00
District Range Staff	\$240.00	15.00	\$3,600.00

Non-Standard Calculation

Total Salaries/Labor	\$4,200.00
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Travel

Standard Calculation

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total

Non-Standard Calculation				
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Total Printing				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Other				\$0.00
-------------	--	--	--	--------

Subtotal Direct Costs	\$4,200.00			
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Forest Service Overhead Costs				
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Current Overhead Rate	Subtotal Direct Costs			Total
16.00%	\$4,200.00			\$672.00

Total FS Overhead Costs				\$672.00
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TOTAL COST	\$4,872.00			
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Hour	# of Hours		Total
Weed Treatment/Monitoring		\$117.50	255.00		\$29,962.50

Non-Standard Calculation

Total Salaries/Labor	\$29,962.50
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation

Miscellaneous supplies- Nozzels, Gaskets, PPE etc.	\$37.50
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Total Supplies/Materials	\$37.50
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Printing				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Other				\$0.00
--------------------	--	--	--	---------------

Subtotal Direct Costs	\$30,000.00
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Cooperator Indirect Costs				
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Current Overhead Rate	Subtotal Direct Costs			Total
	\$30,000.00			\$0.00

Total Coop. Indirect Costs				\$0.00
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TOTAL COST	\$30,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Spray Truck	1.00	\$20.00	255.00		\$5,100.00

Non-Standard Calculation

Total Equipment	\$5,100.00
------------------------	-------------------

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation					
		# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Printing					\$0.00
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Other Expenses

Standard Calculation					
		# of Units	Cost/Unit		Total

Non-Standard Calculation

Total Other					\$0.00
--------------------	--	--	--	--	---------------

Subtotal Direct Costs	\$5,100.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$5,100.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$5,100.00
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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Rocky Mountain Health Foundation Simple Gifts Gran

Action Requested: Other Grant Application Approval

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to apply to renew our \$10,000 Simple Gift grant with Rocky Mountain Health Foundation for the Community Health Coalition.

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: 2/1/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/2/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

January 25, 2023

Gunnison County Health and Human Services proposes to apply to the Rocky Mountain Health Foundation Simple Gifts grant application on behalf of the Gunnison County Community Health Coalition. This would renew our current Simple Gifts grant with them for \$10,000. <https://rmhealth.org/simple-gifts-fund/>

The Health Coalition budget includes a 25 hour per week Health Coalition Coordinator as well as some operating budget for Community Champions who help drive the work of the subgroups. The large Health Coalition meets every other month. The Subgroups work in the areas of: Improved Access to Services, Workforce Wellness and Support, and Sense of Belonging.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Gunnison County Comments; Resource Management

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison County's Comments on Draft Resource Management Plan Amendment and Environmental Impact Statement for Big Game Habitat Conservation for Oil and Gas Management in Colorado.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/31/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 2/6/2024



DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLCOSO93300.L16100000.LXLUBGWC0000.DO0000.22X]

Notice of Intent to Amend Colorado Resource Management Plans Regarding Big Game Conservation and Prepare an Associated Environmental Impact Statement

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of intent.

SUMMARY: In compliance with the National Environmental Policy Act of 1969, as amended (NEPA), and the Federal Land Policy and Management Act of 1976, as amended (FLPMA), the Bureau of Land Management (BLM) Colorado State Director intends to prepare a statewide Resource Management Plan (RMP) Amendment with an associated Environmental Impact Statement (EIS), and by this notice is announcing the beginning of the public scoping period to solicit public comments and identify issues and is providing the planning criteria for public review.

DATES: The BLM requests the public submit comments concerning the scope of the analysis, potential alternatives, and identification of relevant information and studies by [INSERT DATE 45 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER]. To afford the BLM the opportunity to consider issues raised by commenters in the Draft RMP/EIS, please ensure your comments are received prior to the close of the 45-day scoping period. The date(s) and location(s) of any public meetings associated with this land use planning initiative will be announced at least 15 days in advance through local news media, newspapers, and the BLM website at:

<https://go.usa.gov/xzXxY>.

ADDRESSES: You may submit comments related to this RMP amendment for big game conservation by any of the following methods:

- Website: <https://go.usa.gov/xzXxY>
- Mail: BLM Colorado State Office, Attn: Big Game Corridor Amendment/EIS, 2850 Youngfield St., Lakewood, CO 80215

Documents pertinent to this proposal may be examined online at <https://go.usa.gov/xzXxY> and at the planning initiative electronically via the ePlanning website and at all BLM District Offices and Field Offices throughout Colorado and the Colorado State Office at the address above.

FOR FURTHER INFORMATION CONTACT: Alan Bittner, Deputy State

Director—Resources, telephone 303-239-3768; at the mailing address above; or email BLM_CO_corridors_planning@blm.gov. Contact Mr. Bittner to have your name added to the mailing list. Individuals in the United States who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States.

SUPPLEMENTARY INFORMATION: This document provides notice that the BLM Colorado State Director intends to prepare an RMP amendment with an associated EIS for big game habitat conservation, announces the beginning of the scoping process, and seeks public input on relevant issues and planning criteria. The RMP amendment is being considered to evaluate oil and gas program and other management decisions across existing BLM Colorado RMPs to promote conservation of big game corridors and other important big game habitat on BLM-administered land and minerals in Colorado.

This RMP Amendment may amend existing BLM RMPs in Colorado, except the following three plans may not be amended because minerals are withdrawn: Browns Canyon National Monument, Dominguez-Escalante National Conservation Area, and McInnis Canyons National Conservation Area. The planning area includes all 64 counties

in Colorado and encompasses approximately 8.3 million acres of BLM-managed surface land and approximately 27 million acres of Federal mineral estate. This acreage includes Federal minerals on Federal lands and split-estate Federal minerals located under surface lands with non-Federal ownership. The decision area includes all BLM public lands and approximately 4.6 million acres of split-estate private, local government, and state lands. It does not include National Forest System land and other Federal land where BLM does not make planning decisions about oil and gas management or other uses. The BLM typically adopts the requirements determined by those Federal surface-managing agencies when leasing the associated mineral estate; while such lands are within the planning area, they are outside the decision area for this RMP Amendment process. In Colorado, the BLM currently manages 4,712 Federal oil and gas leases totaling 3.7 million acres.

The scope of this land use planning process does not include addressing the evaluation or designation of areas of critical environmental concern (ACECs) and the BLM is not considering ACEC nominations as part of this process.

Purpose and Need

The BLM is initiating this land use planning process under the authority of Section 202 of FLPMA, in compliance with FLPMA, NEPA, and their implementing regulations, for the preliminary purpose of evaluating alternative management approaches for the BLM planning decisions to maintain, conserve, and protect big game corridors and other important big game habitat areas on BLM-managed public lands and minerals in Colorado. This action is needed to ensure that the BLM considers current big game population and habitat data, including maps of high priority habitat, and to evaluate management consistency with plans or policies and programs of other Federal agencies, State and local governments, and Tribes, to the extent consistent with Federal laws, regulations, policies and programs applicable to public lands. The BLM also has a need

for the development of this RMP amendment to comply with terms of the settlement agreement for *State of Colorado v. Bureau of Land Management*, 1:21-cv-00129 (D. Colo.).

The BLM may refine the preliminary purpose and need for the action based on comments or data received during the scoping period and further review of its own resource information.

Preliminary Alternatives

BLM Colorado contains millions of acres of important big game habitat. Among other threats, high density surface disturbing activities associated with oil and gas development can interfere with movement across the landscape. The BLM will propose and analyze, with the best available scientific methods and information, alternatives for planning-scale oil and gas management prescriptions for the conservation of important big game habitat. The BLM has found that existing BLM land use plans in Colorado may be inconsistent with other plans for management of big game corridors and important habitat. Recognizing the State's responsibility to conserve and manage big game species for the use, benefit, and enjoyment of the people of Colorado, BLM will consider at least one alternative that would adopt State agency recommendations to avoid and minimize impacts from oil and gas leasing and development to big game high priority habitat.

The BLM will consider whether to incorporate new or changed oil and gas management decisions in existing land use plans, such as limits on high-density development, including facility and route density limitations, and other lease stipulations that would incorporate conservation measures for important big game habitat areas in Colorado. These may include moderate constraints, such as timing limitations and controlled surface use restrictions, and major constraints such as no surface occupancy restrictions. The BLM also may consider closure of areas to future oil and gas leasing as part of the plan amendment. The BLM will consider new decisions pertinent to all BLM

surface land and subsurface mineral estate, subject to valid existing rights. Planning decisions under the action alternatives could affect future oil and gas leasing; development of existing leases would be required to conform to the objectives of new planning decisions to the extent consistent with the applicable lease terms.

The BLM will consider new resource management planning decisions related to important habitat areas for the following big game species consistent with Secretarial Order 3362, specifically for elk, mule deer, and pronghorn. Important habitat areas for these species may include migration corridors, severe winter range, winter concentration areas, concentration areas, and production areas, along with other habitat components necessary to support herd viability. The BLM does not anticipate considering new planning decisions for bighorn sheep habitat, which primarily occurs at higher elevations with low oil and gas potential.

The public is invited to comment on information for the preliminary alternatives, including information about the relationships among oil and gas management, big game habitat management, and other public land resources and uses. This information will inform the range of BLM's alternatives in the EIS. The BLM seeks information related to all high-density activities and public land uses that may cause disturbance to important big game habitat and will consider that information as appropriate in determining if additional land use planning decisions are appropriate to incorporate into the scope of the alternatives for this planning effort.

Planning Criteria

The planning criteria guide the planning effort and support effects analysis by helping the agency refine the planning issues and their analytical frameworks. The BLM has identified the following preliminary planning criteria to guide development of the RMP Amendment, and is accepting public input during the scoping period consistent with 43 CFR 1610.4-2(c):

- The RMP Amendment and associated environmental analysis will be completed in compliance with FLPMA, NEPA, and other Federal laws, Executive Orders, regulations, and management policies of the BLM;
- All existing land use plan decisions that are not affected by the amendment will remain in effect after issuance of the Record of Decision;
- The RMP Amendment may be limited to land use planning decisions specific to oil and gas management as they relate to the conservation of big game species including mule deer, elk, and pronghorn, and their important habitats. Important habitats may include migration corridors, severe winter range, winter concentration areas, concentration areas, and production areas;
- The BLM will consider the adequacy of big-game conservation measures in existing land use plans;
- The analysis in the EIS for the RMP Amendment will consider the effects of the alternatives together with the effects of past and reasonably foreseeable disturbance to big-game habitat;
- The BLM will strive for consistency with plans or policies and programs of other Federal agencies, State and Local governments, and Tribes, to the extent those plans, policies, and programs are consistent with the Federal laws, regulations, policies, and programs applicable to public lands;
- The BLM will endeavor to use current scientific information (including inventory and monitoring data) and technologies to determine appropriate management strategies to protect and conserve important habitat;
- Lands within the decision area for the RMP Amendment will be BLM-managed public lands and split-estate lands with Federal minerals; and
- The RMP Amendment will not diminish valid existing rights.

Summary of Expected Impacts

BLM personnel have identified the following potential effects to be examined during the planning process: effects of potential oil and gas leasing and development and related infrastructure on big game species and habitat; and effects of alternative oil and gas restrictions on biological, physical, and heritage resources, resource uses, and social and economic conditions. Affected resources may include big game and other wildlife, air quality, climate, oil and gas, and lands with special designations. The BLM is accepting public input on these issues during the scoping period, consistent with 43 CFR 1610.4-1. The EIS will describe the environment of the planning area that could be affected by the alternatives under consideration and will evaluate reasonably foreseeable impacts from potential oil and gas leasing and future development, and potential restrictions on leasing and development activities in important big game habitat.

The public is invited to comment on information and analyses relevant to the proposed action, including information about the relationships among oil and gas management, big game habitat management, and other public land resources and uses. This information will inform the scope of BLM's impact analysis in the EIS. The BLM seeks information related to all high-density activities and public land uses that may cause disturbance to important big game habitat and will consider that information as appropriate in describing the existing environment and reasonably foreseeable trends, or in the effects analysis.

Schedule for the Decision-Making Process

This amendment process is expected to be completed within two years. The BLM will provide additional opportunities for public participation consistent with the NEPA and land use planning processes, including a 90-day comment period on the Draft RMP Amendment/EIS and a concurrent 30-day public protest period and a 60-day Governor's consistency review on the Proposed RMP Amendment. The Draft RMP Amendment/EIS is anticipated to be available for public review in the spring of 2023 and the Proposed

RMP Amendment/Final EIS is anticipated to be available for public protest of the Proposed RMP Amendment in early 2024 with an Approved RMP Amendment and Record of Decision in summer of 2024.

Public Scoping Process

This notice of intent initiates the scoping period and public review of the planning criteria, which guide the development of the Draft RMP Amendment/EIS and its analysis. The BLM anticipates holding four public scoping meetings, which may be conducted through online platforms to explain project details and obtain feedback. Representatives from BLM will be available to answer questions. The specific date(s) of these scoping meetings, along with information about how to participate, will be announced at least 15 days in advance through local media, newspapers, and the BLM's project website (see **ADDRESSES**). All comments must be received by the date shown in the **DATES** section. It is important that reviewers provide timely comments in a manner that makes them useful to the agency's preparation of the Draft RMP Amendment/EIS. Therefore, comments should clearly articulate the reviewer's concerns and contentions. Comments received in response to this solicitation, including names and addresses of those who comment, will be part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered.

Lead and Cooperating Agencies

The BLM is the lead agency for the NEPA analysis associated with this planning effort. The BLM has invited other Federal agencies, State and local government agencies, and Tribes to be cooperating agencies. Other stakeholders that may be interested in or affected by the proposed action are invited to participate in the scoping process and, if eligible, may request or be requested by the BLM to participate in the development of the EIS as a cooperating agency.

Responsible Official

The BLM Colorado State Director is the deciding official for this planning effort.

Nature of Decision to Be Made

The nature of the decision to be made will be the State Director's selection of land use planning decisions for managing BLM-administered lands under the principles of multiple use and sustained yield in a manner that best addresses the purpose and need.

Interdisciplinary Team

The BLM will use an interdisciplinary approach that incorporates the expertise of specialists in relevant resource fields such as wildlife biology, fluid minerals, geographic information systems, and land use planning to consider the resource issues and concerns identified during development of the RMP Amendment.

Additional Information

The BLM will identify, analyze, and consider mitigation to address the reasonably foreseeable impacts to resources from the proposed plan amendment and all reasonable alternatives and, in accordance with 40 CFR 1502.14(f), include appropriate mitigation measures not already included in the proposed plan amendment or alternatives. Mitigation may include avoidance, minimization, rectification, reduction or elimination over time, and compensation; it may be considered at multiple scales, including the landscape scale.

The BLM will utilize and coordinate the NEPA and land use planning processes for this planning effort to help support compliance with applicable procedural requirements of the Endangered Species Act (16 U.S.C. 1536) and Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) as implemented in 36 CFR 800.2(d)(3), including the public involvement requirements associated with Section 106. The information about historic and cultural resources and threatened and endangered species within the area potentially affected by the proposed plan amendment will assist the BLM in identifying and evaluating impacts to such resources.

The BLM will consult with Indian Tribal Nations on a government-to-government basis in accordance with Executive Order 13175, BLM Manual Section 1780 and other Departmental policies. Tribal concerns, including impacts on Indian trust assets and potential impacts to cultural resources, will be given due consideration. Federal, State, and local agencies, along with Indian Tribal Nations and other stakeholders that may be interested in or affected by the proposed plan amendment that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be requested by the BLM to participate in the development of the environmental analysis as a cooperating agency.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment – including your personal identifying information – may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

(Authority: 40 CFR 1501.9 and 43 CFR 1610.2)

Stephanie Connolly,
Acting BLM Colorado State Director.

[FR Doc. 2022-15388 Filed: 7/18/2022 8:45 am; Publication Date: 7/19/2022]



VIA ELECTRONIC SUBMISSION ONLY

Alan Bittner
Deputy State Director
Bureau of Land Management Colorado State Office
Attn: Big Game Corridor Amendment/EIS
Denver Federal Center, Building 40
Lakewood, CO, 80225

February 6, 2024

Re: Gunnison County's Comments on Draft Resource Management Plan Amendment and Environmental Impact Statement for Big Game Habitat Conservation for Oil and Gas Management in Colorado

Dear Mr. Bittner:

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 Bureau of Land Management's ("BLM's") draft Resource Management Plan Amendment and Environmental Impact Statement for Big Game Habitat Conservation for Oil and Gas Management in Colorado ("RMPA"). 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 BLM lands within its borders by the public, most often in cooperation with the BLM 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 RMPA:

I. **ALTERNATIVE B SHOULD BE MODIFIED TO ALIGN WITH BOTH STATE AND GUNNISON COUNTY OIL AND GAS REGULATIONS BY MORE SEVERELY RESTRICTING OR PROHIBITING MINERAL DEVELOPMENT IN SENSITIVE OR HIGH PRIORITY HABITAT AREAS.**

Gunnison County is concerned that Alternative B, which the BLM has indicated is the preferred alternative, *see* RMPA at 2-2, is not as closely aligned with both State and County oil and gas regulations as it should be with regard to oil and gas development in high priority habitat areas (“HPH”). The RMPA describes Alternative B as a “conservation and cooperation” approach and one that is “based on management alignment with the ECMC’s [Colorado Energy and Carbon Management Commission’s] rules for oil and gas development in elk, mule deer, pronghorn, and bighorn sheep HPH (Rule 1202.c, d; Rule 1203).” *See* RMPA at ES-8. The RMPA further states that Alternative B is “consistent with the ECMC rules to conserve seasonal habitats and connectivity within big game HPH.” *See id.*

However, ECMC, and arguably Gunnison County, rules are more restrictive than Alternative B with regard to HPH and are therefore much closer to Alternative D in that they either (in the case of the ECMC rule) prohibit oil and gas development in HPH areas, *see* ECMC

Rule 1202(c), or require the operator to demonstrate that development will “not cause significant degradation” of HPH¹. *See* Gunnison County Oil and Gas Operation Standard 1-108(D), *adopted by* Bd. of Cnty. Cmrs. Res. No. 2012-25. By contrast, Alternative B, still permits development with lease stipulations and density triggers but still generally allows development closer in line with Alternative A, or the “no action” alternative. *See, e.g.*, RMPA at 3-60.

Gunnison County does not find Alternative B as “consistent” with the State Rules² as represented by the RMPA, and therefore believes this could lead to issues under both the National Environmental Policy Act (“NEPA”), 42 U.S.C. §§ 4321 *et seq.*, and the Federal Land Policy and Management Act of 1976 (“FLPMA”), 43 U.S.C. §§ 1701 *et seq.*

“NEPA [the National Environmental Policy Act] declares a broad national commitment to protecting and promoting environmental quality.” *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 348 (1989). NEPA “ensures that the agency, in reaching its decision, will have available, and will carefully consider, detailed information concerning significant environmental impacts.” *Id.* Accordingly, “[t]he purpose of NEPA is to require agencies to pause before committing resources to a project to consider the likely environmental consequences of a decision, as well as of reasonable alternatives to it.” *See Colorado Envtl. Coal. v. Salazar*, 875 F. Supp. 2d 1233, 1245 (D. Colo. 2012) (internal citation and quotations omitted). “In essence, NEPA requires an agency to take two separate steps: (i) consider reasonable alternatives to the proposed action; and (ii) take a ‘hard look’ at the environmental consequences of the decision.” *See id.* (internal citation and quotations omitted). Both of these steps, and particularly the “hard look” requirement, “must be taken objectively and in good faith, not as an exercise in form over substance, and not as a subterfuge designed to rationalize a decision already made.” *See Forest Guardians v. U.S. Fish & Wildlife Serv.*, 611 F.3d 692, 712 (10th Cir. 2010), *accord*, *Wyoming v. U.S. Dep’t of Agric.*, 661 F.3d 1209, 1263–64 (10th Cir. 2011). Gunnison County is concerned that the RMPA overstates the consistency between the preferred Alternative and the State rule and therefore may not constitute the objective, good faith “hard look” requirement of NEPA.

Similar issues arise with regard to FLPMA. FLPMA obliges BLM to “issue regulations necessary to implement the provisions of [FLPMA] with respect to the management, use, and protection of the public lands ...” *See* 43 U.S.C. § 1733(a). It further requires the agency to:

¹ The Gunnison County regulations employ the phrase “sensitive wildlife habitat”, which is substantively similar to HPH. *Compare* ECMC Rule 100-9 (defining “high priority habitat” as “habitat areas identified by Colorado Parks and Wildlife where measures to Avoid, Minimize, and Mitigate Adverse Impacts to wildlife have been identified to protect breeding, nesting, foraging, migrating, or other uses by wildlife.”) *with* Gunn. Cnty. Oil and Gas Operation Standard 1-114 (“A natural or man-made environment that contains the elements of food, shelter, water, and space in a combination and quantity necessary to sustain one or more wildlife or plant species at stable population levels in historically-used habitats. Sensitive wildlife habitat areas include, but are not limited to, nesting, brood rearing areas, rookeries, leks, migration corridors, calving and fawning grounds for big game; critical winter range for big game and for sage grouse.”).

² Although the RMPA does not state that Alternative B is consistent with the County Standards, Gunnison County suggests that in order to satisfy NEPA’s “hard look” and FLPMA’s environmental protection requirements, the RMPA should also analyze consistency and compatibility with the Gunnison County Standards given that our county is part of the planning area.

- Protect public land values including air and atmospheric, water resource, ecological, environmental, and scenic values, and to preserve and protect “certain public lands in their natural condition,” and “food and habitat for fish and wildlife”;
- Account for “the long-term needs of future generations”;
- Prevent “permanent impairment of the productivity of the land and quality of the environment”; and
- “[T]ake any action necessary to prevent unnecessary or undue degradation of the lands.”

See 43 U.S.C. §§ 1701(a)(8), 1702(c), 1732(b). In failing to ensure more consistency with the State Rules, as well as taking into account the County Standards, BLM’s analysis and potential selection of Alternative B could run afoul of these mandates under FLMPA. Thus, for the foregoing reasons, BLM should either modify Alternative B to align with the State Rules and the County Standards, or instead designate Alternative D – which much more closely aligns with State and County regulations – as the preferred alternative.

II. THE RMPA SHOULD ENSURE FULL CROSSWALK AND COMPATIBILITY WITH THE THOMPSON DIVIDE MINERAL WITHDRAW AND OTHER ONGOING PLANNING EFFORTS.

To its credit, the RMPA references both the Gunnison Sage-Grouse Resource Management Plan Amendment and Uncompahgre Field Office Resource Management Plan Amendment ongoing planning efforts by the BLM, and further states that BLM “continues to coordinate and consider proposed actions from these other plans for cumulative effects on key issues like big game, other wildlife, fluid minerals, and socioeconomics.” See RMPA at 1-12.

However, the County’s review of the RMPA did not reveal a robust, complete crosswalk between these efforts and the RMPA as we would contend is required by NEPA. In particular, review of the RMPA did not reveal any reference to the BLM’s and the United States Forest Service’s (“USFS’s”) joint application, Environmental Assessment (“EA”) and Finding of No Significant Impact (“FONSI”) withdraw of mineral development in the Thompson Divide area, which the County understands is included in the planning area for this RMPA. See, e.g., 87 FR 68726 (Jan. 16, 2023). Given that this withdraw may impact the cumulative effects analysis of this RMPA, we suggest that it be revised to reflect a full, complete and robust crosswalk between it and the Thompson Divide effort.

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,

Elizabeth Smith
Vice Chair
Gunnison County Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft Gunnison County Comments; the Gunnison Sage-

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Comments to the Gunnison Sage Grouse Resource Management Plan Amendment - Draft Environmental Impact Statement.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/31/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 2/6/2024



Gunnison County Board of County Commissioners

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

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

February 6, 2024

Gunnison Sage-Grouse RMP Amendment
BLM Grand Junction Field Office
2815 H Road
Grand Junction, CO 81606

Transmitted Via Online Submission (<https://eplanning.blm.gov/eplanning-ui/project/2019031/510>)

Re: 1610 (CO930)
Comments to the Gunnison Sage-Grouse Resource Management Plan Amendment - Draft Environmental Impact Statement, 87 Fed. Reg. 40262 (Jul. 6, 2022)
[DOI-BLM-CO-0000-2022-0004-RMP-EIS]

Pursuant to the August 2, 2022 Memorandum of Understanding (MOU) between the United States Department of the Interior, Bureau of Land Management (BLM) and the Board of County Commissioners of Gunnison County, Colorado (Gunnison County), the BLM designated Gunnison County a Cooperating Agency (CA) in relation to the above-referenced development of a Gunnison Sage-Grouse (GuSG) Resource Management Plan Amendment (RMPA) Draft Environmental Impact Statement (EIS). Gunnison County, as a CA, incorporates all its previous comments and correspondence, and submits the following comments to the Gunnison Sage-Grouse RMPA Draft EIS. Further, Gunnison County understands that Delta County is also submitting comments regarding the Draft EIS. Except to the extent that such comments directly conflict with either the comments contained in this submission or with comments previously submitted by Gunnison County, we incorporate by reference and adopt Delta County's comments here.

Interest and Perspective of Gunnison County

Over 50% of the rangewide population of GuSG reside in Gunnison County. The County and its partners have managed this population successfully for decades in harmony with a diverse

200 E. Virginia Avenue • Gunnison, Colorado 81230

economy that includes ranching and outdoor recreation. Under the RMPA, the Gunnison Basin (GB) is only one of 8 GuSG population areas, but contains the largest population and unique characteristics. The distinct nature of the GB calls for unique management that would be distinct from management in areas where the GuSG is at risk.

The RMPA Lack Sufficient Specificity to Allow for Meaningful Comments.

The RMPA does not commit to the “preferred” alternative, and this lack of a proposed alternative makes it difficult to comment meaningfully. Adding to this uncertainty is the indication that the ultimately selected alternative may arise from any of the alternatives and/or components within the various alternatives. This makes it difficult to predict analyze and comment on the alternatives.

Adding to this difficulty is the lack of supporting documentation to support the assertions on which the alternatives are based. During the alternative development process, Gunnison County stated it could not offer meaningful comments without seeing the “science” supporting the proposed alternatives. BLM committed to providing an annotated bibliography that it stated was being jointly developed with USGS (BLM response to Gunnison County, March 2023). Gunnison County has no record of receiving the bibliography. Therefore, the concern remains that Gunnison County cannot provide substantive comments on the alternatives due to little, if any, GuSG specific science supporting the alternatives.

Gunnison County also has no record of receiving a response to its letter to the BLM of November 14, 2022. In it, Gunnison County inquired about the BLM’s response to Gunnison County’s comments, submitted August 22, 2022. In the letter, Gunnison County also invoked the dispute resolution process under the MOU. The lack of response to the letter, regarding the lack of response to the comments, makes the process of commenting to the RMPA difficult at best.

Finally, another obstacle to providing meaningful comments is the lack of transparency on the U.S. Fish and Wildlife Service’s (FWS) involvement in the process. FWS has been notably absent during the planning process. BLM repeatedly notes they are coordinating with the FWS, but as a CA, Gunnison County has not been included in that internal process. This lack of transparency hinders meaningful commenting.

The GuSG Population in the Gunnison Basin Is Not at Risk.

Gunnison County takes pride in its conservation of the GuSG, which commenced long before it was named a threatened species. As described in Gunnison County’s August 22, 2022 comments, the GuSG Species Status Assessment (“SSA”) found that the GB population of GuSG is “highly resilient”, with a large and genetically diverse population, sufficient habitat to support the population, and significant riparian/wet meadow habitat important for chick and juvenile survival. The GB population increased by approximately 35% from 2002 to 2012. and was estimated to be 4,082 birds at the time of the Proposed Rule. Based on its 2022 lek count efforts, CPW estimated a high male count of 781 birds in the GB, correlating with an estimated

population in the Basin of 3,832 birds. This number exceeds the demographic target for high resiliency in the GB under Delisting Criterion 1 of the FWS Final Recovery Plan. This result was not by accident. Since the 1990s, Gunnison County has implemented wide range efforts to support and increase the population of GuSG.

The Executive Summary to the RMPA and EIS notes a “long-term downward trend” in GuSG population numbers. Though this is generally true for the satellite populations, it is not true for the GB population. A significant concern about this RMPA and EIS is that applying a rangewide, blanket management strategy to BLM lands across the range is not appropriate and in-fact, may have negative impacts to GuSG in the GB. Successful solutions for the GuSG must take into consideration local factors; they should be site-specific. Solutions in areas where the GuSG is distressed should not be applied to an area such as the GB where there are engaged partners and landowners and the GuSG is thriving.

Gunnison County Specific RMPA and EIS Comments.

Gunnison County advises the BLM of the following issues with the RMPA and EIS that may impact its analysis and conclusion:

1. The USFWS Recovery Plan (RP) definition of Unoccupied Habitat (UH), used in the RMPA is and has been since the listing of the GuSG in 2014 in error. Many areas of designated UH have never been occupied by GuSG. Not all sage brush is sage-grouse habitat. These areas of UH may have some of the essential components of habitat, but are not and will not be utilized by GuSG.
2. The Public Review Draft (PRD) Planning Area includes parts of Costilla, Alamosa, Conejos, Rio Grande and Mineral Counties. These counties may be impacted by the actions in the final plan amendment but they were not Cooperating Agencies and, to Gunnison County’s knowledge, have never been involved with GuSG conservation.
3. Though BLM acknowledges “local plans”, the PRD should provide clearer paths to coordination with local governments in areas of common interests. An example would be a ROW authorizing a road that crosses public and private lands. BLM and the County should clearly cooperate in authorizing this development. Similarly, projects that occur on BLM lands that could impact GuSG habitat on private lands should be coordinated with the respective local government.
4. Table 1.1 shows State acres as 85,780; local government acres as 292,690. It appears inaccurate that local governments own/manage more lands within GuSG habitat than the State.
5. Figure 1.2: It appears that the BLM mapped unoccupied habitat (UH) within the decision area does not conform with USFWS designated Critical Habitat (UH component).
6. BLM indicates it will impose disturbance cap limitations regardless of land ownership. This appears to imply that BLM is going to “police” disturbance on non-

BLM (state, other federal agencies, local government, private) in some manner. It is not clear in the PRD if this is going to include residential development on private lands but by using the word “all” it appears so. BLM does state that they are only going to regulate disturbance on BLM managed lands, but appear to plan to monitor all land disturbances within GuSG on all lands, regardless of ownership. They do not provide any information on how they plan to implement this plan nor the legal basis for it.

7. The RMPA references a “mitigation strategy” in Appendix G. Appendix G in the PRD is blank with a note that it is “to be completed for the final RMPA/EIS. The public should know what the proposed mitigation strategy is before the RMPA/EIS is finalized. During the previous GuSG RMPA/DEIS process the mitigation strategy development process failed. Mitigation is a key component of GuSG conservation and should be included in the draft documents.
8. It is not clear from the RMPA how BLM will determine if an action “...will reduce the distribution and abundance of GuSG and their habitat”. The RMPA should only address GuSG habitat. Species population dynamics and biology should be addressed by biologists.
9. The GuSG Rangewide Conservation Plan (RCP) predator control goals (RCP p. 139) have always been controversial. The triggers are too low to effectively address predation in a manner that will benefit the species before it is too late.
10. The RMPA states that the Gunnison Basin Candidate Conservation Agreement (CCA) spring closure dates are “approximately” March 15 to May 15. This date period is specific in the CCA, not approximate.
11. It is unclear if the Sugar Creek Back Country Area (BCA) is now only in Alternative C. This should be confirmed.
12. Throughout the RMPA, the West Antelope and South Beaver ACEC’s are listed as being in the Grand Junction Field Office. They are in the Gunnison Field Office.
13. The RMPA does not contain current Gunnison Basin spring road closures (County and BLM from March 15- May 15) in the Travel Management Section of the PRD.
14. It appears the RMPA proposes over-the-snow and seasonal closures only in the ACEC’s. With the advent of tracked ATV’s hunting and other winter recreation activities are possible in lower elevations, overlapping GuSG habitat. This not only impacts GuSG directly (disturbance), but also impacts wintering elk distribution, which has an as yet undetermined impact on GuSG habitat outside of the proposed ACEC’s.
15. Under Alternative B the Sapinero Mesa ACEC is 16,740 acres. Under Alternative D it is 17,240 acres. It is unclear why there is a difference.
16. Table 2.33, P. 152: States that Alternative B proposes the most conservation focused management actions to remove threats to GuSG. Their analysis does not consider the effects of Alternative B management actions on private lands. At least in the GB, the

- negative effects of implementing Alternative B area likely to result in an overall net loss of the most important GuSG habitats found on private lands.
17. Alternative B severely limits weed control options (to backpack sprayers only). This will negatively impact public and private lands as there are many areas of BLM lands already severely infested with weeds (primarily cheatgrass) at levels far beyond those that can effectively be treated with backpack sprayers.
 18. P. 157: Alternative B virtually eliminates public lands grazing. Grazing can be an effective fire management tool.
 19. P. 160: Alternative C is discussed under Alternative D with regards to OHV use.
 20. P. 174: References CCA reports but doesn't specify that those reports are only for the GB.
 21. Though the statement that oil and gas development in the northern half and SE corner of the GB population area "has occurred and will continue to occur" is from the RCP, it is in error and should not be used as a reference. The RMPA notes in other sections of the PRD that oil and gas potential is very low, which is more accurate.
 22. There appear to be significant inconsistencies in mapping OH and UH in the RMPA. It is not clear whether it uses the USFWS CH or the CPW species occurrence mapping. The CH is a fixed area requiring a regulatory change. CPW habitat mapping is based upon actual observation. In either case, the RMPA needs to clearly inform the public what it is using and to map it accurately.
 23. As to mapping, on P. 182 the RMPA states that it is using all mapped habitat "recognized" by CPW and the USFWS. At minimum, this is not reflected in their mapping and needs to be clarified.
 24. P. 220: A good discussion of the possible negative impacts of grazing restrictions on private land habitat but throughout the document, no indication of if/how the RMPA is going to address this issue. Gunnison County has long suggested a prioritization process to ensure that management actions do not impact the most important habitat, regardless of ownership.
 25. P. 221: It is unclear what a "biologically appropriate" time frame is.
 26. P. 229: The RMPA proposes utilizing significant resources to manage Linkage Connectivity Areas (LCA). These areas are theoretical at best. Gunnison County has repeatedly recommended that BLM concentrate their management resources on occupied habitat.
 27. P. 340: The RMPA calculates that there are 269,870 acres of tree cover within GuSG habitat in the Gunnison Basin. This appears to be far greater than the actual number of such acres.
 28. The RMPA does not acknowledge that managed removal (grazing) of fine fuels (grasses) will result in reduced risk of catastrophic wildfire that could permanently damage the sagebrush ecosystem.

29. BLM modeling appears to find that there will be 0% sagebrush cover in the Gunnison Basin by 2050 under the lowest climate change impact model. This is highly unlikely and lacks evidence.
30. Table 3.8.2 (p. 405) find that there is more area in ACEC's within the Gunnison Field Office in Alternative D than Alternative B even though Alternative B includes a rangewide ACEC.
31. P. 413: There is no discussion or analysis concerning the removal of grazing and how that might impact GuSG habitats respective to fire in Alternative B.
32. The RMPA provided no supporting documentation as to why grazing should/should not be allowed following fire.
33. P. 415: The RMPA states that livestock grazing under some alternative (without indicating which one) would be excluded from burned areas until woody and herbaceous plants achieve GuSG habitat guidelines (Management Action 4). Depending on how "hot" the fire was and whether it sterilized the seed bank, this could take tens to literally a hundred years or more to achieve.
34. The RMPA should consider closing, through no surface occupancy NSO, all GuSG occupied habitat in the satellite populations to all surface disturbing activities (minerals, oil and gas, etc.) within federal lands. Overall, the resource potential in these populations is very low and arguably all occupied habitat is important to the survival of the species, especially in the satellite populations.
35. P. 510: References "Section 1.6" as to why coal, oil shale and tar sands are not included in the RMPA. There is no "Section 1.6." In Sections 1.5.2.8 and 1.5.2.9 there is a discussion that no such activity is occurring on the lands, but there is no analysis concerning such activity in the RMPA.
36. P. 516, it is unclear what is meant by a "congressional Presidential Proclamations."
37. There is no discussion of prospecting in the Locatable Mineral Section. This is a significant omission relative to GuSG habitat. Gunnison County has had to regulate "prospecting" in GuSG habitat (rare earth prospecting, specifically) because BLM informed the County that the 1872 Mining Law prohibited the BLM from doing so.
38. The RMPA should consider the impacts of forcing salable mineral development onto important private land GuSG habitats, not just take a hardline "no" position.
39. Of interest was that neither NRCS nor the USFS (Rocky Mountain Region) participated in this process as a CA.
40. Not all sagebrush is GuSG habitat. Unoccupied habitat is not automatically sage grouse habitat just because sagebrush is present. While buffers are important, buffers should not be defined as exclusion areas. Caps that are not flexible become problematic in out years.
41. Water pipelines should not be excluded as water is key for wildlife and livestock.
42. 2 year mandatory rest is not based on ecology especially with cheatgrass. Conditions should be evaluated on a case by case basis

43. BLM should concentrate on creating healthy landscapes with perennial grasses and not fixate on utilization. Utilization is not a key management factor to move rangeland trend upward. Concentrating on managing for time and timing, moderate pressure and rotations will provide the improved landscape health and perennial grasses.
44. All ACEC's should specifically spell out that major range improvements are allowed and need to be included in the management plan. Range improvements need to be allowed to be built, maintained and expanded.
45. Given that there were significantly more grouse when there was more disturbance and less landscape conservation it is not linear to equate greatest conservation benefit with greatest restrictions.
46. There are numerous "good" actionable GuSG conservation/management actions in the current Field Office plans across the range. These should not be discounted just because they are in the "no action" alternative A.

Gunnison County Specific Comments and Questions to the Appendices

1. Map A.5: The RMPA needs to address what criteria was used to determine areas available and not available for grazing as displayed in the map.
2. Map A.11: Why is the Hartman Rocks SRMA not shown, though it is labeled?
3. Map A.14: Doesn't close all of OH to OHV. There is no analysis or background information explaining the open and closed designations.
4. There are significant areas of USFWS mapped CH not included in the areas covered by specific management actions. A notable example is the large "V" extending north from the City of Gunnison to the boundary of mapped CH.
5. Map A.38: How were the mapped areas for Alternative B determined?
6. Appendix G: Mitigation Strategy. It is blank, stating, "to be completed for Final RMPA/EIS." This is a major omission due to the importance of a mitigation strategy in a RMPA/EIS.
7. Appendix S: Buffer distances and evaluation of impacts on leks. This section is also blank, stating, "To be completed for the Final RMP Amendment/EIS." This is a key component of management actions. The BLM has proposed using GuSG lek buffer research, therefore, it is unclear why this section of the appendix is blank.

Best regards,

Jonathan Houck
Chairperson
Gunnison County Board of County Commissioners

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Delegating to the County Manager Author

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

A Resolution delegating to the County Manager authority to negotiate and execute all contracts, agreements, applications and other documents and take all actions on behalf of the Gunnison County related to the Whetstone property and the Whetstone Community Housing Development project

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: DBishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/24/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/6/2024

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2024-_____**

**A RESOLUTION DELEGATING TO THE COUNTY MANAGER AUTHORITY
TO NEGOTIATE AND EXECUTE ALL CONTRACTS, AGREEMENTS, APPLICATIONS
AND OTHER DOCUMENTS AND TAKE ALL ACTIONS ON BEHALF OF GUNNISON
COUNTY RELATED TO THE WHETSTONE PROPERTY AND THE WHETSTONE
COMMUNITY HOUSING DEVELOPMENT PROJECT AND RATIFYING
ALL PREVIOUS ACTIONS THERETO**

WHEREAS, Gunnison County, Colorado (the “County”), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Gunnison County Board of County Commissioners (the “Board”) is authorized pursuant to C.R.S. § 30- 11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30- 11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-101(c) to sell, convey or exchange any real property owned by the County and to make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, the Board is authorized pursuant to C.R.S. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County and delegate its power to enter into such contracts where amounts and requirements comply with such policies; and

WHEREAS, pursuant but not limited to the foregoing authorities, the Board is authorized and empowered by the laws of the State of Colorado to ratify and confirm past acts and decisions of the County Manager and other officers and employees of the County; and

WHEREAS, the Board affirms its authority to retroactively approve and ratify actions taken by the County Manager in the best interest of the County as well as to further formalize all past delegations of authority to the County Manager and other County officers and employees by motion of the Board of County Commissioners; and

WHEREAS, by motion on November 20, 2018, the Board authorized the County Manager to execute all documents related to the purchase by the County of that parcel of real property located at 25315 Hwy 135 and legally described as a tract of land in the NW1/4 SE1/4, Section 12, Township 14 South, Range 86 West (“Whetstone Property”); and

WHEREAS, on February 5, 2019, the Board adopted Resolution 2019-4, titled “A Resolution Authorizing the Financing of a Portion of the Acquisition Price of Certain Real Property and, in Connection Therewith, Authorizing the Leasing of Certain Real Property and the Execution and Delivery by the County of a Site Lease, a Lease Purchase Agreement, and Other Documents and Matters Relating to Certain Certificates of Participation, Series 2019; Setting Forth Certain Parameters and Restrictions with Respect to the Financing; Authorizing Officials of the County to Take All Actions Necessary to Carry Out the Transactions Contemplated Hereby; Ratifying Action Previously Taken; and Providing for Other Matters Related Thereto”, which ratified previous actions by the County Manager and further authorized the County Manager and other County staff to execute documents related to financing of the purchase of the Whetstone property; and

WHEREAS, on February 16, 2021, the Board adopted Resolution 2021-1, titled “A Resolution Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions”, which authorized the Gunnison County Manager, on behalf of the Board, “to sign all documents [and] to enter into contracts that bind the County in the transfer of affordable housing units” and further ratified all prior actions of the County Manager related to the transfer of affordable housing units; and

WHEREAS, in May 2021, the County, through its Community and Economic Development and Sustainability and Operations Departments initiated the Whetstone Community Housing Project LUC-22-000049 (“Whetstone Project”); and

WHEREAS, on March 1 2022, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed a Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County; and

WHEREAS, the County submitted its Whetstone Community Housing Land Use Change application on September 9, 2022 pursuant to the *Gunnison County Land Use Resolution*, as amended (“LUR”); and

WHEREAS, on February 7, 2023, the Board adopted Resolution No. 2023-2, approving the County’s application for sketch plan approval of the Whetstone Project; and

WHEREAS, on April 18, 2023, the Board adopted Resolution 2023-11, authorizing the County Manager, on behalf of the Board to purchase real property located at 25476 State Highway 135 near Crested Butte, Colorado and proximate to the Whetstone property for the purpose of securing land that would permit further development of the traffic intersection intended to serve the Whetstone Project; and

WHEREAS, on September 18, 2023, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed an Intergovernmental Agreement between the Town of Crested Butte and Gunnison County for the extension of utilities to the Whetstone Project; and

WHEREAS, on November 16, 2023, the County Manager, pursuant to the authority delegated to him by the Board and on behalf of the County, executed a Development and Construction Management Agreement with Servitas, LLC for the Whetstone Project; and

WHEREAS, on January 4, 2023, the County submitted a request for extension of submittal deadline pursuant to Section 7-202 of the LUR, and on January 16, 2024 the Board approved the extension request; and

WHEREAS, the County Manager and the Board anticipate that the County Manager will be required to execute additional agreements and contracts and take such additional and appropriate steps to further develop, finance and complete the Whetstone Project in order to provide attainable housing in Gunnison County; and

WHEREAS, because the LUR requires the Board to decide whether to approve the Whetstone project pursuant to the LUR, the Board finds it in the best interest of the County to delegate to the County Manager and to the staff of the County the authority to both administer the Whetstone Property and pursue regulatory approval of the Whetstone project; and

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

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.
2. The Board hereby delegates to the County Manager or his or her designee the authority to take all acts and negotiate and execute all contracts, agreements, applications, and other such documents necessary and appropriate relating to the Whetstone Property and the Whetstone Project, including but not limited to:
 - a. All acts, agreements or documents necessary to acquire, purchase, lease, assignment, exchange or sale of the Whetstone Property and surrounding properties;
 - b. All acts, agreements, or documents necessary for the sale, lease, assignment, transfer or dedication of any property interest held or acquired by the County with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;
 - c. All acts, agreements, or documents necessary for continued pursuit of the application for a land use change permit for the Whetstone Project

under the LUR;

- d. All acts, agreements, or documents necessary to secure utility services to the Whetstone Project including but not limited to any agreements necessary for potential municipal annexation of the Whetstone Property;
- e. All acts, agreements, or documents necessary to lease residential units to prospective residents or tenants of the Whetstone Property; and
- f. All acts, agreements, or documents necessary for the development, construction, and financing of the Whetstone Project, including but not limited to all contracts or agreements with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

3. All action heretofore taken not expressly inconsistent with the provisions of this Resolution by the Board or the officers, agents or employees of the County, including but not limited to the County Manager relating to the Whetstone Property and the Whetstone Project, including but not limited to those actions set forth in the foregoing recitals, and also including but not limited to:

a. The acquisition, purchase, lease, assignment, exchange or sale of the Whetstone Property and surrounding properties;

b. The sale, lease, assignment, transfer or dedication of any property interest held or acquired by the County with regard to the Whetstone property, including but not limited to the assignment, transfer or lease of water rights, easements, rights of way and the dedication, assignment or transfer of roads, utility infrastructure or improvements to the Whetstone Property;

c. The application for and pursuit of a land use change permit for the Whetstone Project under the LUR;

d. All agreement(s) with the Town of Crested Butte, special districts and other service providers to provide utility services to the Whetstone Project, including but not limited to any agreement, application or other such paper or process related to potential annexation of the Whetstone Property by the Town of Crested Butte; and

e. All agreement(s) with any other governmental entity, financial institution, broker, lender, developer, designer, builder, attorney, accountant or other such contractor or good or service provider for the development, construction, and financing of the Whetstone Project;

Are hereby ratified, approved and confirmed *nunc pro tunc*.

4. The Board hereby finds and determines pursuant to the Constitution and laws of the State of Colorado that the acquisition of the Site and the financing of a portion of the costs thereof, including the costs of executing and delivering the Certificates, pursuant to the terms set forth in the Site Lease and the Lease, is in the best interest of the County and serves a valid public purpose and the Board hereby authorizes and approves the same.

5. The County Manager, and other employees and officials of the County are hereby authorized and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by the County Manager prior to the execution of the documents, except that all such documents shall be provided to the County Attorney or his or her designee for review for legal sufficiency prior to execution. The execution of any instrument by the appropriate officers of the County herein authorized shall be conclusive evidence of the approval by the County of such instrument in accordance with the terms hereof.

6. Nothing in the resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

7. All orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

8. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

9. This Resolution shall be in full force and take effect immediately upon its passage and approval, and shall remain in effect unless and until repealed or amended

by subsequent Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____ 2024.

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

By

Jonathan Houck, Chairperson

By

Elizabeth Smith, Vice-Chairperson

By

Laura Puckett Daniels, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: LUC-22-00047 Snowbound Subdivision Revocation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request to re-approve previously approved and expired Snowbound Subdivision plat vacation and covenant revocation.

Fiscal Impact:

Submitted by: Hillary Seminick

Submitter's Email Address: hseminick@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/31/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/6/2024

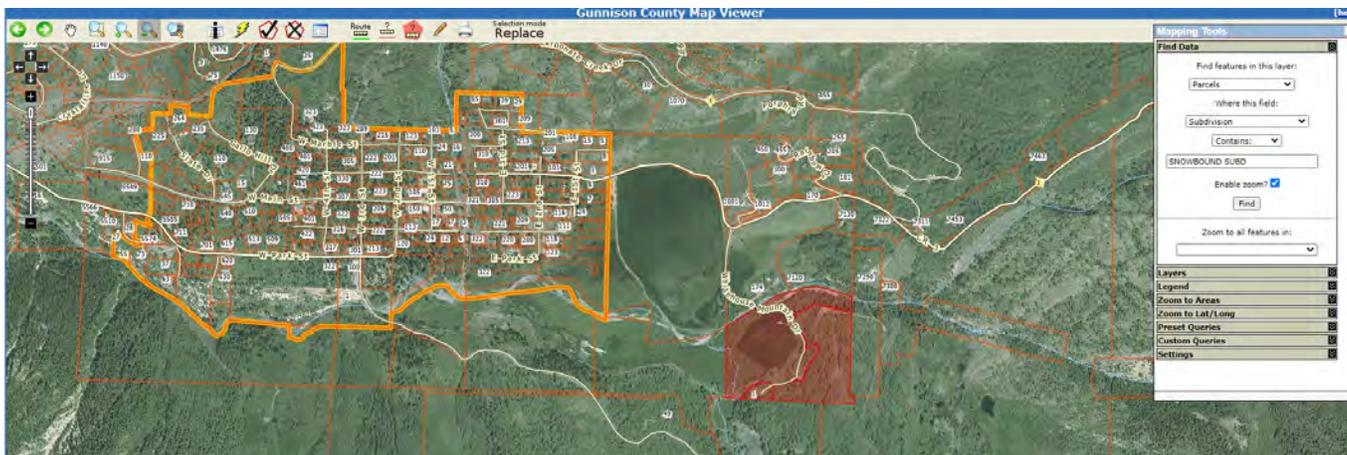
To: Gunnison County Board of County Commissioners

Date: January 30, 2024

Meeting Date: February 6, 2024

Re: LUC-22-00047 Snowbound Subdivision Revocation

The Applicant Jeffe Hall proposes to vacate the Snowbound Subdivision, resulting in a single 31-acre parcel. The subdivision is located south, or “behind” Beaver Lake, just east of the Town of Marble, highlighted in red below.



The request includes a proposal to vacate the easements and interior parcel boundaries shown on the Snowbound Subdivision Plat (Exhibit A). The easements and water infrastructure intended to serve the subdivision were conveyed to the County, and the Applicant would assume possession of these elements. A settlement agreement between the Board and Jeffe D. Hall to vacate the Snowbound Subdivision Plat was signed by both parties on September 13, 2022.

Land Use Resolution *Section 5-102. R. Amendment or Termination of Subdivision Covenants* require an Administrative Review Certificate of Approval (Exhibit B) in addition to Board approval for the revocation of the Snowbound Plat and termination of the Snowbound Covenants.

The subdivision vacation and subdivision covenants revocation were originally approved and executed by the Board on January 10, 2023. A condition of the approval required the Applicant to obtain a domestic well permit from the CO Division of Water Resources (DWR). DWR required a to repair prior to issuance of a well permit, and the Applicant had difficulty obtaining professional services to complete the repair. The Applicant was unable to meet conditions of approval outlined in the January 10, 2023 document prior to the July 30, 2023 completion deadline, nullifying the approval. The well has since been repaired and the Applicant requests the Board's signature on the Revocation of Snowbound Plat and Covenants (Exhibit C) to reauthorize the previous approval so they may obtain the domestic well permit from DWR.

Please do not hesitate to reach out with questions.

Thank you,

A handwritten signature in black ink, appearing to read "Hillary I. Seminick". The signature is fluid and cursive, with a long horizontal stroke at the end.

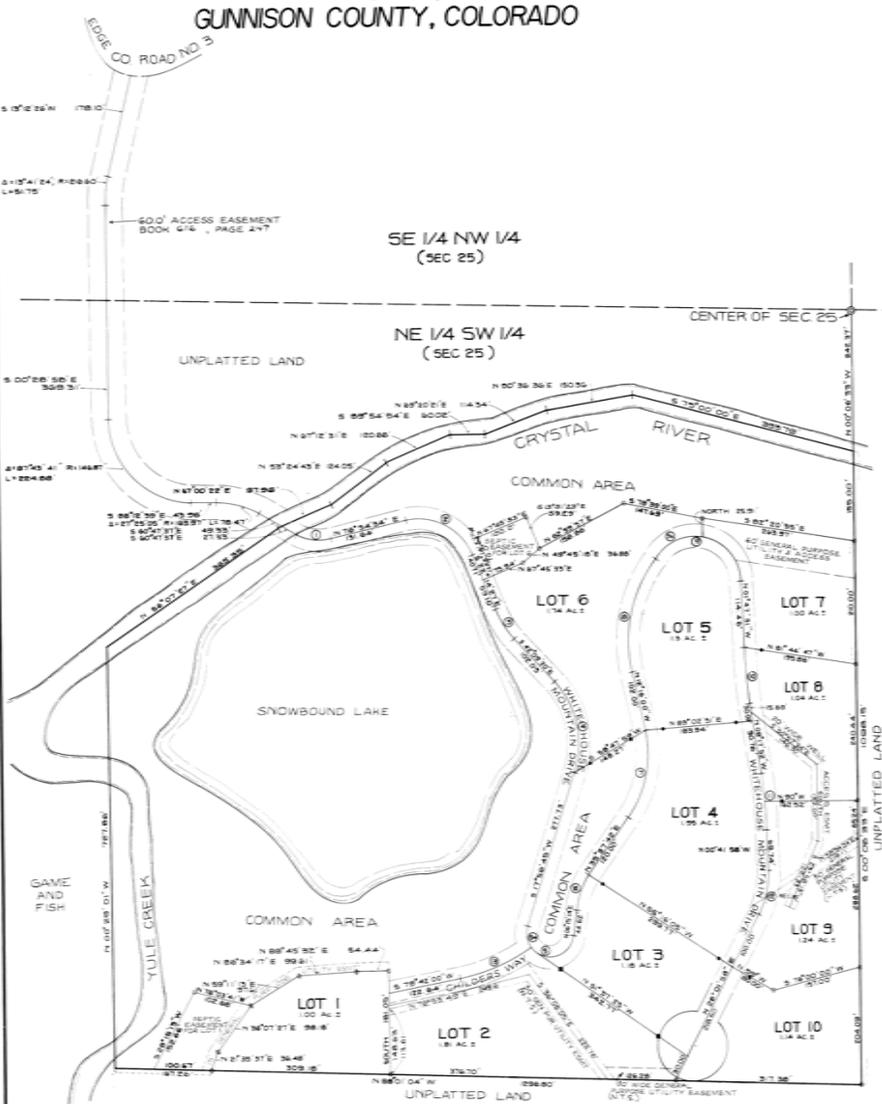
Hillary I. Seminick, AICP

Exhibits:

To review the entire application, navigate to <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-22-00047. Click on "Attachments".

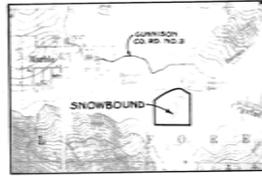
- A. Snowbound Subdivision Plat
- B. Administrative Review Certificate of Approval
- C. Revocation of Snowbound Plat and Covenants

SNOWBOUND
 Situated in Sec. 25, T.11S., R.88W., 6th P.M.
 GUNNISON COUNTY, COLORADO



○ INDICATES SET PROPERTY CORNER
 ● INDICATES SET 30 WITNESS CORNER
 ■ INDICATES SET 60 WITNESS CORNER

SE 1/4 SW 1/4
 (SEC 25)



CURVE TABLE

No.	Delta	Radius	Tangent	Length	Chord	Chord Bearing
1	42°17'52"	82.43	31.57	61.00	59.23	S 81°58'30" W
2	80°51'59"	100.57	80.47	141.02	130.44	S 82°39'51" E
3	19°54'53"	170.69	30.00	53.43	59.10	S 32°11'54" E
4	60°00'05"	160.00	80.00	160.87	161.05	S 12°06'11" W
5	99°41'23"	42.51	410.29	140.54	63.56	S 77°34'30" E
6	53°18'48"	42.01	21.29	39.29	37.70	S 28°42'39" E
7	29°29'30"	133.53	25.00	68.46	67.71	N 20°56'27" E
8	43°53'46"	130.57	85.71	161.31	156.66	N 11°48'49" E
9	50°20'34"	234.62	109.90	205.57	199.07	N 12°48'43" E
10	140°18'59"	40.63	224.28	136.20	150.05	N 71°57'31" E
11	63°43'01"	80.83	30.29	90.20	85.43	N 83°43'01" E
12	6°30'21"	879.75	80.00	99.20	99.04	S 85°02'14" E
13	1°05'04"	752.86	80.00	89.89	89.39	S 04°29'55" E
14	26°43'56"	166.34	40.00	78.54	77.83	S 12°40'00" W
15	22°51'56"	329.19	69.87	137.50	136.50	S 67°43'02" W

- CONDITIONS
1. Septic systems to be designed by a Colorado Registered Engineer on each building site.
 2. Foundations are to be designed by a Colorado Registered Engineer.
 3. Individual drainage plans are to be designed by a Colorado Registered Engineer.
 4. Design engineers are to check their design(s) for compliance and furnish the County Sanitarian / Building Inspector with a letter of compliance.
 5. Construction disturbance is to be promptly revegetated.
 6. No Certificate of Occupancy is to be issued unless these conditions are complied with.

- Notes
1. A ten (10) foot easement exists around the entire boundary of SNOWBOUND as a general purpose utility easement.
 2. A 7.5 foot easement exists on either side of interior lot lines as a general purpose utility easement.
 3. Owners/Developer reserve the right to utilize any portion of the Common Area of SNOWBOUND to construct and maintain a small scale hydro-electric facility.
 4. White House Mountain Drive and Childers Way shall be 20.0 feet each side of centerline, with an additional 20.0 foot snow removal easement each side for a total width of 80.0 feet.
 5. White House Mountain Drive and Childers Way are hereby dedicated as general purpose access and utility easements.
 6. For protective covenants, see Book 619, Page 308, Gunnison County.

Dedication
 I, Richard W. Phillips, being the owner of the land described as follows:
 All that portion of the NE 1/4 SW 1/4 of Section 25, Township 11 South, Range 88 West, 6th P.M., which lies South of the Crystal River, said parcel more particularly described as follows:
 Beginning at the Southeast corner of said NE 1/4 SW 1/4; thence N 89° 01' 04" W along the easterly line of said NE 1/4 SW 1/4 to the Southwest corner of said NE 1/4 SW 1/4; thence N 00° 29' 07" W along the westerly line of said NE 1/4 SW 1/4 120.86 feet to a point on the center of said river; thence along the center of said river N 84° 07' 07" E 565.36 feet; thence N 67° 00' 22" E 87.26 feet; thence N 53° 24' 43" E 124.05 feet; thence N 67° 12' 30" E 120.66 feet; thence S 89° 54' 16" S 60.02 feet; thence S 89° 20' 27" E 114.54 feet; thence N 80° 58' 38" E 150.36 feet; thence S 75° 00' 00" E 393.79 feet to a point on the Easterly line of said NE 1/4 SW 1/4 109.15 feet, more or less, to the Southwest corner of said NE 1/4 SW 1/4, the point of beginning, containing 31.173 acres, in Gunnison County, Colorado, under the name of SNOWBOUND, has laid out, platted and subdivided same as shown on this plat and does hereby dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their grantees, but not to the public at large, the common right to use streets, alleys, roads and other areas as show hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as show hereon.

In witness whereof Richard W. Phillips has subscribed his name this 17th day of June, A.D. 1985.

By: *Richard W. Phillips*

Notarial
 State of Texas _____ ss.
 County of Harris _____
 The foregoing instrument was acknowledged before me this 17th day of June, A.D. 1985 by Richard W. Phillips.
 My commission expires: _____
 Witness my hand and official seal.

[Notary Seal]

Attorney's Opinion
 I, *[Signature]*, as attorney at law duly licensed to practice in the state of Colorado, having certified that I have examined the title to all lands herein dedicated and shown upon this plat and that title to said lands is in the dedicator free and clear of all liens, taxes, and encumbrances, except as follows: taxes for 1984 and thereafter; patent reservations of record; right-of-way for flow of and any change in course of the Crystal River; Deed of Trust in Book 597 at Page 135 and option in Book 607 at Page 555.
 Dated this 17th day of June, A.D. 1985.
[Signature]
 Attorney at Law

Surveyor's Certificate
 I, Sydney Lincome, a registered Professional Land Surveyor in the State of Colorado, certify that this plat and survey of SNOWBOUND was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins were set at all boundary corners.
 Dated this 17th day of June, A.D. 1985.
[Signature]
 Registered Professional Land Surveyor

Gunnison County Planning Commission Approval
 The Planning Commission of Gunnison County, Colorado does hereby authorize and approve this plat of the above subdivision at a meeting of said Commission held on this 24th day of June, A.D. 1985.
[Signature]

Board of County Commissioners Approval
 The whole plat of SNOWBOUND is approved this 24th day of June, A.D. 1985 provided, however, that such approval shall not be construed in any way as an acceptance by the board of the dedication of streets, alleys, roads, and other public areas.
[Signature]

Attest
[Signature]
 Board of County Commissioners
 Gunnison County, Colorado

Gunnison County Clerk and Recorder's Acceptance
 This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this 24th day of June, A.D. 1985. Book Number _____ Page Number _____
 Reception # 366568
[Signature]



SNOWBOUND
 SITUATED IN NE 1/4 SW 1/4 SEC 25, T.11S., R.88 W., 6TH P.M., GUNNISON CO., COLORADO
 LINES IN SPACE SYDNEY LINCOME L.S.1411
 BOX 121 CARBONDALE, COLORADO
 303-363-3052
 JUNE 12, 1985 SCALE 1" = 100'

GUNNISON COUNTY, COLORADO

**CERTIFICATE OF
ADMINISTRATIVE REVIEW APPROVAL**

CERTIFICATION NO. 02, SERIES 2023

**AN ACTION APPROVING LAND USE CHANGE PERMIT NO. LUC-22-00047 TO
VACATE THE SNOWBOUND SUBDIVISION PLAT RESULTING
IN A SINGLE 31 ACRE, RESIDENTIAL PARCEL.
A PARCEL LOCATED IN THE NE1/4SW1/4 SECTION 25,
TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH PRIME MERIDIAN, MARBLE COLORADO.**

WHEREAS, the applicants Jeffe Hall and Snowbound Association propose to vacate the Snowbound subdivision plat, resulting in a single, approximately 31 acre, residential parcel. Applicants also requests a vacation of easements shown on the Plat that were granted to the Marble Metropolitan District for the water system to serve Snowbound subdivision. Gunnison County currently owns the easements and water system and is conveying the water system to applicant Jeffe Hall.

AND, WHEREAS, Section 5-103 of the *Gunnison County Land Use Resolution* defines a process of review for Administrative Review Projects, and after a review of relevant facts related to the proposed land use changes compliance with the *Resolution* the Gunnison County Community Development Department finds the following:

1. The proposed land use change complies with all applicable standards and other provisions of the *Gunnison County Land Use Resolution*.
2. A reduction of impact per Section 3-111. B.1 from Minor to Administrative Review has been determined appropriate for this application.
3. Snowbound Subdivision was approved by Gunnison County Board of County Commissioners on July 2, 1985, reception No. 388569.
4. The parcel containing the vacated subdivision may revert to being legally described as it was prior to the subdivision, therefore a new survey was not required. The prior legal description is provided in Exhibit A hereto.
5. Record title to the common area is held by Snowbound Association. Therefore, it is listed as a co-applicant. As the sole owner of the Snowbound lots, Ms. Hall is the sole member of Snowbound Association. Concurrent with vacation of the subdivision, record title to the common area will be quitclaimed to Jeffe Hall.
6. A Settlement Agreement between the Board of County Commissioners of Gunnison County and Jeffe D. Hall to vacate the Snowbound Subdivision Plat was signed by both parties on September 13, 2022.

7. No new covenants are proposed, Ms. Hall owns all lots and therefore is only member of HOA.
8. An exempt well permit will be obtained which requires vacation of the subdivision.
9. The remaining buildable lots within the subdivision are in the mudflow-debris fan geologic hazard area. Approval of this land use change will eliminate 9 potential residences within this hazard area.
10. The proposal does not involve the construction of any new structures or driveways. The application will reduce the potential number of developed lots in the subdivision from ten to one.
11. The existing single family residence will remain, no new structures are proposed.
12. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development office file relative to this application; including all exhibits, references and documents as included therein.
13. Based on the facts set forth in this Decision and on the material facts represented by the applicant, whether or not repeated herein, this application does not substantially conflict with any land use policy.

NOW, THEREFORE, the Land Use Change Permit No. LUC-22-00047 is approved as an Administrative Review project, and is so certified by the undersigned, and subject to the following conditions:

1. This Permit is limited to activities described within the application, and as depicted on the site plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.
2. This Permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
3. This approval is conditioned upon the recordation of a Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision, duly executed by the applicants and the Board of County Commissioners of Gunnison County, Colorado.
4. The plat vacation is subject to Colorado State Division of Water Resources issuing a new well permit to supply water for domestic use inside one single family dwelling on the Snowbound Property.
5. Once the applicant receives the new single family well permit a copy shall be provided to Gunnison County.
6. Future projects may require a different level of County review.

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

/s/Rachel Sabbato
Land Use Planner
Gunnison County Community Development

ATTEST:

Gunnison County Clerk and Recorder

EXHIBIT A

All that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 11 South, Range 88 West, 6th P.M. which lies south of the Crystal River, said parcel more particularly described as follows:

beginning at the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence north 88° 01'04" west along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 1,296.80 feet to the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence north 00°29'01" west along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 727.86 feet to a point in the center of said river;
thence along the center of said river north 56°07'27" east 365.35 feet;
thence north 67°00'22" east 97.96 feet;
thence north 53°24'43" east 124.05 feet;
thence north 67°12'31" east 120.66 feet;
thence south 89°54'54" east 60.02 feet;
thence north 69°20'21" east 114.34 feet;
thence north 80°36'36" east 150.36 feet;
thence south 75°00'00" east 393.79 feet to a point on the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence south 00°06'33" east along the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 1,098.15 feet, more or less, to the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, the point of beginning;
Gunnison County, Colorado

Revocation of Declaration of Protective Covenants and Vacation of Plat

for

Snowbound Subdivision

This Revocation of Declaration of Protective Covenants and Vacation of Plat for Snowbound Subdivision (“Revocation”) is made by **Jeffe D. Hall** (“Owner”), **Snowbound Association** (“Association”), and the **Board of County Commissioners of Gunnison County, Colorado** (“BOCC”).

Recitals

- A. Owner owns all of the lots (lots 1 through 10) within Snowbound Subdivision, according to the Snowbound plat recorded July 9, 1985, in the real property records of Gunnison County, Colorado, at **Reception No. 388569**, as amended by the Amendment of Plat Dedication and Declaration of Protective Covenants of Snowbound Subdivision recorded November 25, 1985 at **Reception No. 391323** (the “Snowbound Plat”).
- B. The Association owns the Common Area parcel shown on the Snowbound Plat.
- C. The Owner is the sole member and sole Director of the Association.
- D. The metes and bounds legal description of the property subject to the Snowbound Plat (the “Property”) is provided in Exhibit A hereto.
- E. The Property is encumbered by the Declaration of Protective Covenants for Snowbound Subdivision recorded at **Reception No. 388568**, as amended by the Amendment of Plat Dedication and Declaration of Protective Covenants of Snowbound Subdivision recorded November 25, 1985, at Reception No. 391323 (the “Snowbound Covenants”).
- F. The Owner desires to vacate the Snowbound subdivision plat and terminate the Snowbound Covenants.
- G. The Owner and Association have submitted an application for vacation of the Snowbound Plat to Gunnison County in accordance with Gunnison County’s Land Use Resolution (LUC-22-00047).
- H. Article 5, Section C. of the Snowbound Covenants requires the written consent of two-thirds of the members of the Association to terminate the Snowbound Covenants, and certain provisions cannot be terminated without the written consent of the BOCC.
- I. This Revocation was originally approved January 10, 2023, subject to the condition that certain requirements be fulfilled by July 30, 2023. Due to circumstances beyond the parties’ control, those requirements were not fulfilled, and the original approval became void. The Parties believe that those requirements can now be fulfilled, and desire to renew this Revocation subject to the terms set forth below.

Declaration

In consideration of the foregoing:

- 1. Owner, as sole owner of units in Snowbound, consents to the vacation of the Snowbound Plat and termination of the Snowbound Covenants.

APPROVED BY BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY,
COLORADO:

Jonathan Houck, Chairperson

Date

ATTEST:

EXHIBIT A

All that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 11 South, Range 88 West, 6th P.M. which lies south of the Crystal River, said parcel more particularly described as follows:

beginning at the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

thence north 88° 01'04" west along the southerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 1,296.80 feet to the southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

thence north 00°29'01" west along the westerly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 727.86 feet to a point in the center of said river;

thence along the center of said river north 56°07'27" east 365.35 feet;

thence north 67°00'22" east 97.96 feet;

thence north 53°24'43" east 124.05 feet;

thence north 67°12'31" east 120.66 feet;

thence south 89°54'54" east 60.02 feet;

thence north 69°20'21" east 114.34 feet;

thence north 80°36'36" east 150.36 feet;

thence south 75°00'00" east 393.79 feet to a point on the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

thence south 00°06'33" east along the easterly line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ 1,098.15 feet, more or less, to the southeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, the point of beginning;

Gunnison County, Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Establishing the Policy for Appointment

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft. This updated language will provide greater flexibility during the process.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 1/30/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/6/2024

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

RESOLUTION NO: ~~2019~~2024-_____

**A RESOLUTION ESTABLISHING THE POLICY FOR APPOINTMENTS TO
~~GUNNISON COUNTY~~ BOARDS AND COMMISSIONS MANAGED BY GUNNISON
COUNTY AND OTHER ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NO: ~~2016-22~~2019-17

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County; and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- Will be timely;
- Will foster applications for open positions;
- Will be open to public scrutiny;
- Will comply with applicable legal requirements; and
- Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of ~~Adjustments~~Adjustment
- ~~b. Board of Appeals~~
- ~~e.b.~~ Colorado River Water Conservation District Board
- ~~d.c.~~ Commissioner of Deeds
- ~~e.d.~~ Community Corrections Board
- ~~f.e.~~ Environmental Health Board
- ~~g.f.~~ Extension Advisory Committee
- ~~h.g.~~ Gunnison Basin Sage-grouse Strategic Committee
- ~~i.h.~~ Gunnison Cemetery District Board
- ~~j. Gunnison Sage-grouse Mitigation Committee~~
- ~~k.i.~~ Gunnison Valley Hospital Board of Trustees
- ~~l.j.~~
- ~~m.k.~~ Gunnison Valley Regional Housing ~~Foundation~~Authority Board
- ~~n. Gunnison Valley Observatory Board~~
- ~~o.l. Gunnison Crested Butte Tourism Association Board~~
- ~~p.m.~~ HB 1177 Roundtable
- ~~q.n.~~ Historic Preservation Commission
- ~~r.o.~~ Land Preservation Board
- ~~s.p.~~ Library Board of Trustees
- ~~t.q.~~ Medical Health Officer
- ~~u.r.~~ Planning Commission
- ~~v.s.~~ Region 10 Board

- ~~w. Trails Commission~~
- t. Southwest Colorado Opioid Regional Council
- u. Sustainable Tourism and Outdoor Recreation Committee
- v. Tenderfoot Child & Family Development Center Board of Directors
- w. Tourism and Prosperity Partnership Board
- x. Veterans Service Officer
- y. Watershed Weed Commission
- z. Western Regional EMS Council
- aa. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the procedure for advertisement, interview, and appointment of persons to vacancies on boards and commissions shall occur by the following process except in unusual circumstances, such as those dictated by statute or specific bylaws (see Section 7 below):

Annual Appointment Process:

1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff members and/or the chairperson involved with each board or commission will be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made via newspaper, the County website, and/or the County's social media outlets; and
 - b. The vacancy notice shall be issued no later than ~~December~~November 1st with a response deadline of ~~January 15th at 5:00 p.m. MTF~~December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. Interviews shall ~~not commence until after be accomplished by the response deadline.~~Board of County Commissioners prior to January 20th. Notification of interview date and time will be made by ~~letter, phone or~~ email to applicants.
 - b. Incumbent applicants will be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.

4. Re-notification:
 - a. After the first round of appointments are made, the Board may opt to pursue a second round of appointments by following the same process as stated above, but for only three weeks for any specific board or commission vacancies remaining.

5. Recruitment:
 - a. After two rounds of interviews and appointments, County staff members and/or the chairperson involved with each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.

6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
 - a. If a resignation and/or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
 - b. All appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
 - c. The Board may, at its discretion, temporarily extend the term dates of any appointee if their term is set to term prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.

7. Special Circumstances Dictated by Bylaws and/or ~~Statute~~Statutes:
 - a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.
 - b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this _____ day of ~~August, 2019~~February, 2024.

GUNNISON COUNTY BOARD OF
COUNTY COMMISSIONERS

Jonathan Houck, Chairperson

~~John Messner~~ Elizabeth K. Smith, Vice Chairperson

~~Roland Mason~~ Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

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

RESOLUTION NO: 2024-_____

**A RESOLUTION ESTABLISHING THE POLICY FOR APPOINTMENTS TO
BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER
ORGANIZATIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NO: 2019-17

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado (“Board”) has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County; and

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WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of Adjustment
- b. Colorado River Water Conservation District Board
- c. Commissioner of Deeds
- d. Community Corrections Board
- e. Environmental Health Board
- f. Extension Advisory Committee
- g. Gunnison Basin Sage-grouse Strategic Committee
- h. Gunnison Cemetery District Board
- i. Gunnison Valley Hospital Board of Trustees
- j. Gunnison Valley Regional Housing Authority Board
- k. HB 1177 Roundtable
- l. Historic Preservation Commission
- m. Land Preservation Board
- n. Library Board of Trustees
- o. Medical Health Officer
- p. Planning Commission
- q. Region 10 Board
- r. Southwest Colorado Opioid Regional Council
- s. Sustainable Tourism and Outdoor Recreation Committee
- t. Tenderfoot Child & Family Development Center Board of Directors
- u. Tourism and Prosperity Partnership Board
- v. Veterans Service Officer

- w. Watershed Weed Commission
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- y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, or other legal requirement.

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2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made via newspaper, the County website, and/or the County's social media outlets; and
 - b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. Interviews shall be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time will be made by email to applicants.
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 - c. The Board may, at its discretion, temporarily extend the term dates of any appointee if their term is set to term prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.
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INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this _____ day of February, 2024.

GUNNISON COUNTY BOARD OF
COUNTY COMMISSIONERS

Jonathan Houck, Chairperson

Elizabeth K. Smith, Vice Chairperson

Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

1/5/2024

Gunnison Board of County Commissioners
200 E. Virginia Ave
Gunnison, Colorado 81230

and

January 5, 2024

Gunnison Cemetery District Board
PO Box 7079
Gunnison, Colorado 81230

Dear Gunnison County Commissioners and Gunnison Cemetery District Board,

Please accept this letter of interest, to be re-appointed to the Gunnison Cemetery District Board. I am Shary Templeton and was appointed by the Commissioners, to this Board, September of 2022. This out-of-cycle appointment was to complete my husband, Mark Templeton's term. He enjoyed serving our Gunnison community, by serving on the Gunnison Cemetery District Board, for many years. It was my distinct honor to finish out his term. Now, I look forward to continuing to serve on this Board and would like to be re-appointed to the normal term as a continuing Board Member.

My strong interest in cemeteries is decades old, as my grandfather Aubrey Maben was a Mortician in Kansas. I grew up in his workshop, attending his funeral services and in our family owned cemetery. With my husband Mark, we often sought out grave sites in small mining towns in Colorado and indeed on numerous vacations to California, Kansas and New Mexico. It was interesting to us to research historic figures and find their graves.

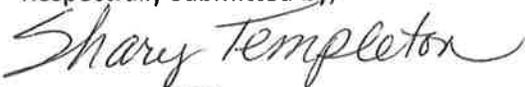
I am the retired Executive Director of the Gunnison County Housing Authority and have extensive Board experience on both local and state levels. I served on the four state Federal Home Loan Bank Board, Colorado Habitat for Humanity State Board, and the Housing Authority Board in two Colorado counties, Gunnison and San Miguel.

I have enjoyed working with this current Gunnison Cemetery District Board, as well as with the very skilled and responsive staff. The transition to my position was in my assessment smooth. This year we have had the honor to work with Mark High, teacher from Gunnison High School and his student volunteer group, GHS Legion Club. Such a heartwarming activity to see these young volunteers, eagerly wanting to work with Veterans graves, many of whom might be long forgotten. We have worked with other volunteers and also accomplished many other enhancements to our well kept cemetery grounds.

My goal is always to honor friends and family, both in life and also in death. These final resting places matter and give so much solace to those of us, who are still living and remembering our loved ones who have passed, with respect and enthusiasm. I am hopeful that you will appoint me to the Gunnison Cemetery Board and I can continue to work alongside the existing thoughtful and committed Board and staff. If you need anything further from me, or want to ask questions, please don't hesitate to call.

Thank you for your time in this matter,

Respectfully submitted by,



Shary Templeton
10 Floresta Street
Gunnison, Colorado 81230
Email: stempleton7014@yahoo.com
Phone: 970-641-6371

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, January 9, 2024 5:33:25 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Medical Health Officer

First and Last Name John Tarr

Address 1084 Seneca Dr.

City Gunnison

Phone 970-209-0397

Email Address gucbiker@gmail.com

Why would you like to
serve on this Board or
Commission? I've been committed to the health and wellbeing of the residents
and visitors of/to Gunnison County for over 50 years. I wish to
continue to serve as long as I'm physically and mentally able.

Additional Comments *Field not completed.*

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Dr. John Tarr; Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2023

Term Ends:

Grant Contract #:

Summary:

Renewal of MOU for Dr. Tarr to function as our Medical Officer for Immunization and Communicable Disease

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 1/24/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient; however, CA normally recommends against contracts where contractor does not expressly agree to indemnify County. I could not find this provision in the agreement. MRH
Legally sufficient, except as stated above. SO 1/19/24

Reviewed by:

Discharge Date: 1/24/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/25/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/6/2024

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 1st day of January 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Dr. John Tarr, whose address is 1084 Seneca Drive Gunnison, CO 81230 ("Contractor") to serve as the Gunnison County Medical Officer.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31st 2025, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

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

4. COMPENSATION. BONUS AND EXPENSES.

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

The 'Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Contractor does not and will not employ other individuals, and therefore Contractor will not obtain Worker's Compensation Insurance.
- b. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

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

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. TAXES. LICENSES. PERMITS AND REGULATIONS.

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

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

8. DISCRIMINATION.

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

9. PANDEMICS.

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

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County, its departments, boards, commissions committees, bureaus, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(6), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

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

20. NOTICES.

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

Gunnison County: County Manager
 Gunnison County
 200 E. Virginia

Gunnison, Colorado 81230
Phone: 970-641-0248

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

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

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

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

23. ENTIRE AGREEMENT.

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

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

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

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

25. PUBLIC RECORD.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE!]

CONTRACTOR

By: _____

Its: _____

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

[OR COUNTY MANAGER SIGNATURE!]

CONTRACTOR

By: John S. Terr Jr.

Its: 

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

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



WESTERN

COLORADO UNIVERSITY

CLARK FAMILY SCHOOL OF
ENVIRONMENT & SUSTAINABILITY

Brooke Zanetell, M.S., Ph.D.

ASSISTANT PROFESSOR
PUBLIC LAND MANAGEMENT

bzanetell@western.edu; 575-770-6830

Gunnison County Board of Commissioners
Laura Puckett Daniels, Jonathan Houck, and Liz Smith
200 E. Virginia Ave.
Gunnison, CO 81230

RE: Letter of Interest, Gunnison County Environmental Health Board

January 12, 2024

Dear Commissioners,

I'm writing to express my interest in serving on the Environmental Health Board. As you know, I applied to serve on the Colorado River Water Conservation District Board and this provided an opportunity for you to become familiar with my background, experience and commitment. A terrific candidate, Sonja Chavez, was appointed. As a follow-up to this, I was approached by the County Planner, Hillary Seminic, who proposed that my qualifications lend themselves to the Environmental Health Board. I have learned more about the mission and work of this board and I am, indeed, interested in serving if this is a good fit for the County.

I've submitted by C.V. Please let me know if you have any follow-up questions. Thank you for your time and consideration.

Sincerely,

Brooke Ann Zanetell, M.S., Ph.D.

Brooke Ann Zanetell, M.S., Ph.D. ~ Curriculum Vitae

Assistant Professor

Clark Family School of Environment & Sustainability, Western Colorado University – Gunnison
575-770-6830, bzametell@western.edu, 1 Floresta St., Gunnison, CO 81230

Education

Ph.D. Department of Natural Resources, Cornell University, January 2003

Concentration: Natural Resources Policy & Management

Minor: Water Resources; Adult Education

M.S. Department of Natural Resources, Cornell University, January 2000

Concentration: Natural Resources Policy & Management

Minor: Conservation & Sustainable Development

B.A. Env Pop & Org Biology, Summa Cum Laude, University of Colorado – Boulder 1994

B.A. Environmental Studies (formerly Env. Cons.), University of Colorado – Boulder 1994

Honors

AAAS Diplomacy Fellow, American Association for the Advancement of Science, 2003-2004

Fulbright Fellow, Venezuela, 1998

Summa Cum Laude, Biology, University of Colorado - Boulder, 1994

Phi Beta Kappa, University of Colorado - Boulder Chapter, 1993

Academic Research, Grants, Fellowships & Projects

USDA Hispanic Serving Institutions \$1 million Collaboration Grant: PI, LIFT: Leadership in Forestry Training, student-support grant at UNM-Taos and New Mexico Highlands University, 2019-2023.

USDA Hispanic Serving Institutions \$1 million Science, Technology, Engineering, Agriculture, and Mathematics Grant: PI, Northern New Mexico Climate Change Corps (CCC), student-support grant at UNM-Taos and New Mexico Highlands University, 2014-2019.

Rural Dev Corp, NM, & Los Alamos National Lab Workforce Development Grant (\$15,000): PI, UNM-T paid student internships w/ federal agencies & paid student research on bird species conservation on public lands, 2018-2020.

Study Abroad Program Development Grant: PI, Marine Biology and Conservation, an upper-division short-course at the Estacion Costera de Investigaciones Marinas in Las Cruces, Chile. Funded by Univ. of New Mexico Study Abroad Allocations Committee, 2014.

Inter-American Foundation Fellow: Visions of Collaboration in Water Resources Management, Lake Atitlán, Guatemala. Ph.D. Dissertation research, conferred January 2003.

Sussman Environmental Fellowship at the United Nations: Human & Environmental Dimensions of Transboundary Watershed Projects: Costa Rica-Panama, United Nations, Freshwater Branch, Div. of Sustainable Development, New York, NY, July-Sept 2000.

J. William Fulbright Foreign Scholarship: Community-Based Watershed and Fishery Management, Orinoco River Basin, Venezuela. M.S. Thesis research, conferred Jan 2000.

National Science Foundation Conservation & Sustainable Development Research Training Grant: The Socio-Ecological Pros and Cons of Proposed Trout Introduction, Armando Bermudez National Park, Dominican Republic. January – May 1999

Selected Publications

- Zanetell, B. A., and Schusler, T. M., 2022. ***Building STEM pathways for underrepresented students to natural resources careers: The Northern New Mexico Climate Change Corps.*** Journal of Environmental Studies and Sciences. <https://doi.org/10.1007/s13412-021-00741-x>
- Zanetell, B. A. 2021. ***Bridging the Gap: 2-Year to 4-Year Transfer and Degree Completion in the Sciences.*** The Chronicle of Mentoring and Coaching, 5(14): 499-504. Retrieved from <https://www.mentor-cmc.com/cmc/cmc2021/MobilePagedReplica.action?pm=2&folio=498#pg498>
- Zanetell, B. A. 2020. ***Partnerships for Professional Development and Employment in Natural Resources Management.*** The Chronicle of Mentoring and Coaching, 4(1): 462-466. Retrieved from <https://www.mentor-cmc.com/cmc/cmc2020/MobilePagedReplica.action?pm=2&folio=462#pg462>
- Zanetell, B. A. 2016. ***Mentoring for Minority Success in STEM and Natural Resource Management.*** Proceedings of Univ. of New Mexico Mentoring Institute Journal 9: 654-662.
- Zanetell, B. A. 2015. ***Mentoring about Climate Change: A Two-Way Street.*** North American Colleges and Teachers of Agriculture (NACTA) Journal 59(1): 97.
- Zanetell, B. A., and B. A. Knuth. May 2004. ***Participation Rhetoric or Community-Based Management Reality? Influences on Willingness to Participate.*** World Dev. 32(5):793-807.
- Zanetell, B. A. 2003. ***Stakeholder Collaboration and Discourse: Delphi-Generated Global and Local Visions for Water Resources Management.*** Dissertation. Cornell Univ, Ithaca, NY.
- Zanetell, B. A., and B. A. Knuth. 2002. ***Bribing Biodiversity: Corruption, Participation, and Community-Based Management in Venezuela.*** Southern Rural Soc. 18(2):130-161.
- Zanetell, B. A. 2002. ***The Pros and Cons of Collaborative Watershed Management.*** Natural Resources Law Center, Boulder, Colorado. Annual Summer Conference CD.
- Zanetell, B. A., and B. Knuth. 2002. ***Knowledge Partnerships: Rapid Rural Appraisal's Role in Catalyzing Community-Based Management in Venezuela.*** Soc. & Nat. Res.15(9):805-825.
- Zanetell, B. A. 2001. ***Legislating Community-Based Management: Lessons from the Venezuelan Freshwater Fishery.*** Journal of International Wildlife Law and Pol. 4(3):279-294.
- Zanetell, B. A. 2001. ***Consensus-Based Collaboration in Watershed Management: Quixotic Notion or the Environmental Pot of Gold?*** HDRU Publ. 01-3. Dept. of Nat. Resources, N.Y.S. College of Agriculture and Life Sciences, Cornell University, Ithaca, NY.
- Zanetell, B. A. 2000. ***Place-Based Environmental Sustainability: A Shift in Environmental Concerns.*** The Current, Cornell Institute for Public Affairs Public Policy Journal 5: 41-49.
- Zanetell, B. A. 2000. ***More than Localism: Communities that Give.*** Solicited response to article. The Current, Cornell Institute for Public Affairs Public Policy Journal 5:46-49.
- Zanetell, B. A. 2000. ***Assessing the Feasibility of Community-Based Management of a Rural Venezuelan Fishery.*** M.S. thesis. Dept of Natural Resources. Cornell Univ, Ithaca, NY.
- Zanetell, B. A. 1999. ***An Exploration into a Venezuelan Fishery: Using Rapid Rural Appraisal to Take a Deeper Look at a Natural Connection.*** Assoc. for Women in Science 28(2):13-18.
- Zanetell, B. A., and B. L. Peckarsky. 1996. ***Stoneflies as Ecological Engineers—Hungry Predators Reduce Fine Sediments in Stream Beds.*** Freshwater Biology 36:569-577.
- Zanetell, B. A. 1994. ***Las Aguilas.*** Scribendi Western Forum for Arts and Sciences, Univ. of New Mexico 8:1-6. (Winning Story, U.S. Western Regional Universities Honors Council Writing Contest 1994).

Selected Presentations

- Zanetell, B. A. 2021. ***Bridging the Gap: 2-Year to 4-Year Transfer and Degree Completion in the Sciences.*** 14th Annual Conference, The Mentoring Institute, Univ. of New Mexico, Albuquerque, 20 October 2021.
- Zanetell, B. A. 2020. ***Success Story – CCC and LIFT Projects.*** Invited Presentation, USDA NIFA Webinar on HSI Education Grant Request for Applications, 17 November 2020.

- Zanetell, B. A. 2020. ***Distance Mentoring to Increase Degree Completion and Job Placement in Natural Resources Management***. HSI Resilience in the Face of the Pandemic Crisis, Conference, New Mexico State Univ., Las Cruces, 2 November 2020.
- Zanetell, B. A. 2018. ***The Northern New Mexico Climate Change Corps***. Invited Presentation. USDA NIFA Luncheon for Hispanic Heritage Month, Washington, DC, 27 September 2018.
- Zanetell, B. A. 2018. ***EmPOWERment: Addressing Climate Change through Community Solar and Community College Education***, Delft University of Technology Climate Institute, Delft, Netherlands, 19 June 2018.
- Zanetell, B. A. 2018. ***EmPOWERment: Addressing Climate Change through Community Solar and Community College Education***, 5th International Conference on Energy, Sustainability and Climate Change, Mykonos, Greece, 4 June 2018.
- Zanetell, B. A. 2017. ***How to Get a Job in Natural Resources: Education, Experience, and Climate Change Literacy***. Poster. USDA NIFA 20th Annual Program Director's Meeting and Natural Resources Conservation Service Conference on Workforce Diversity and Career Opportunities within the USDA. Albuquerque, NM, 16-18 February 2017.
- Zanetell, B. A. 2016. ***Climate Change: Preparing the Next Generation of Natural Resource Managers***. Invited Presentation, University of Alaska Southeast & National Park Service, NPS National Historic Park Theater, Sitka, Alaska, 29 June 2016.
- Zanetell, B. A. 2016. ***Climate Change: Preparing the Next Generation of Natural Resource Managers***. Invited Presentation, University of Alaska Southeast & US Forest Service Alaska Coastal Rainforest Center, Juneau, Alaska. 27 June 2016.
- Zanetell, B. A. 2015. ***Promoting Minority Success in Natural Resources Management***. Poster. USDA NIFA Hispanic Serving Institutions Program Directors Meeting, USDA Agricultural Research Center, Beltsville, MD, 8 December 2015.
- Zanetell, B. A. 2014. ***The Northern New Mexico Climate Change Corps: A Higher Ed and Federal Agency Partnership to Promote Hispanic and Minority Success in Natural Resources Management***. Poster. Conference on Agri-Science Education for the 21st Century, Florida International University, Coconut Grove, FL, 19-22 November 2014.
- Zanetell, B. A. and B. A. Knuth. 2002. ***Stakeholder Collaboration in Water Resources and Protected Area Management***. 9th International Symposium on Society and Resource Management, Sardinia, Italy. 10-13 October 2002.
- Zanetell, B. A. 2002. ***The Ecological and Political Aspects of Stakeholder Collaboration in Natural Resources Management***. Food and Ag Org (FAO), Rome, Italy. 9 October 2002.
- Zanetell, B. A. 2002. ***Global and Local Visions of Collaboration in Water Resources Management***. Natural Resources Law Center's 23rd Summer Conference, University of Colorado School of Law, Boulder, Colorado. 11-14 June 2002.
- Zanetell, B. A., and B. A. Knuth. 2000. ***Measuring Willingness to Participate in Community-Based Fishery Management: The Influence of Sense of Community in a Rural Venezuelan Watershed***. 8th International Symposium on Society and Resource Management, Western Washington University—Bellingham, Washington. 17-22 June 2000.
- Zanetell, B. A., and B. A. Knuth. 2000. ***The Utility of Participatory Research Methods to Harness Local Knowledge about a Declining Freshwater Fishery in Venezuela***. 8th International Symposium on Society and Resource Management, Western Washington University—Bellingham, Washington. 17-22 June 2000.
- Zanetell, B. A. 2000. ***What Do Pedro the Carpenter, Maria the Nurse, and Carlos the Fisherman Have in Common Besides a Watershed? Is Community-Based Fishery Management in Venezuela Feasible?*** Women in Natural Resources Seminar Series, Cornell Univ—Ithaca, New York. 7 March 2000.
- Zanetell, B. A., and B. A. Knuth. 1999. ***Willingness to Participate In and the Potential for***

Community-Based Fishery Management in a Rural Venezuelan Watershed. American Fisheries Society 129th Annual Meeting. Charlotte, North Carolina. 29 August-2 September 1999. ***Honorable mention for best student presentation.***

Teaching

Lecturer, Clark Family School of Environment & Sustainability, Western Colorado University – Gunnison, 2022-present, Interim Dean Dr. Micah Russell, mrussell@western.edu. Courses taught and students advised:

- ENVS 601 Introduction to Environmental Management
- ENVS 605 Science of Environmental Management
- ENVS 611 Integrative Skills for Environmental Management
- ENVS 618 Public Lands Management
- ENVS 260 Public Lands Management
- ENVS 350 U.S. & Western Environmental Politics
- ENVS 370 Water Policy & Politics
- ENVS 435 Environmental Grant Writing
- Master of Environmental Management Advisees:
 - Alumni:
 - Lia Cristadoro, *Enhancing Inclusivity and Cross-Cultural Collaboration within Telluride Institute’s Watershed Education Program*, MEM degree, 2022.
 - Tessa Lightfoot, *Payments for Ecosystem Services: Incentivizing Farmers to Improve Soil Health in San Miguel County*, MEM degree, 2022.
 - Current:
 - Kristin Anderson, Rachel Crafford, Erik Kasperowski, Landon Lemmens, Graham Molinaro, Alex Wilson, Katie Woodard

Assistant Professor, University of New Mexico – Taos, Department of Math and Sciences, 2011-2022, Dean Dr. Randi Archuleta, randia@unm.edu. Courses taught include:

- SUST 2110 Climate Change & Sustainability (3 credits)
- FORS 2030 Water Resources (4 credits)
- FORS 2020 Terrestrial Ecology (4 credits)
- BIOL 2996 Natural Resources Career Experience (1 credit)
- CRP 181 Intro to Environmental Problems (3 credits)
- CRP/ECON 203 Society and Environment (3 credits)
- BIOL 1110/1110L Biology for Non-Majors lecture and lab (4 credits)
- BIOL 201L Molecular and Cell Biology (4 credits)
- BIOL 202L Genetics (4 credits)
- BIOL 203/203L Ecology and Evolution lecture and lab (4 credits)
- BIOL 204/204L Plant and Animal Form and Function lecture and lab (4 credits)

Instructor, Cornell University Undergrad Research Program on Biodiversity; Minorities in Research Training, Amazon River Basin, 2003 & 2004, Assoc. Director Jason DeMera, jhd4@cornell.edu

- Kayapo Tribe, Xingu River, Brazil: Mercury contamination from gold placer mines.
- Yarapa River Lodge, Peru: Local knowledge of fruit-eating fish and medical applications.

Program Management

USDA Program Director, LIFT: Leadership in Forestry Training, \$1 million budget, 2019-2023.

National Program Leader Dr. Irma Lawrence, ilawrence@nifa.usda.gov

The goal of the LIFT project is to establish UNM-T as a regional hub for students to launch Natural Resources Management Careers. Program implementation involves:

- **Articulation Agreements** (UNM, ABQ; NMHU, Las Vegas; NMSU Las Cruces; Adams State Univ., Alamosa, CO; Ft Lewis College, Durango, CO; Western Colo Univ., Gunnison, CO)
- **Internship/Job Placement with Local/Regional Partners** (agencies & non-governmental)
- **Student Support** (Stipends, Math & Science Tutoring, Course & Transfer Advising)
- **Student Professional Development** (Resumes, Interview skills, USAJobs profile)
- **K-12 Service-Learning Activities** with local schools and the UNM-T dual credit program
- **Peer Mentoring** by Transfer Students to UNM-T students
- **Transfer Facilitation & Support** (UNM-T to 4-yr partners)
- **Budget Management** (UNM-T award and NMHU subaward)
- **Staff Supervision** (Program Coordinator, Math Coach)
- **Degrees Supported** are Assoc. of Pre-Sci, Bachelor of Science, and Master's

USDA Program Director, Northern New Mexico Climate Change Corps, \$1 million budget,

2014-2018. National Program Leader Dr. Irma Lawrence, ilawrence@nifa.usda.gov

A UNM-T and NMHU joint-effort to build a natural resources management academic/career track and to foster climate change knowledge. Results include:

- Natural Resources Management Program established at UNM-T
- 100% Job Placement of Program Graduates
- 22 Associate Degrees in Pre-Science, 11 B.S. Degrees, 10 M.S. Degrees
- 45 Students served (71% Hispanic and/or Native Am., 44% 1st generation, 42% female)
- 7 Articulation Agreements signed
- 3 new courses in Natural Resources Management
- 52 Internships with 9 agencies/organizations
- 21 jobs in Nat Res Management after completion of terminal degree (B.S. or M.S)

PI and Coordinator, Student Internships to Gain Skills for Job Placement in Natural Resource Management Careers, \$15,000 budget, 2018-2020, Rural Development Corp NM & Los Alamos National Laboratory Workforce Development Grant. Outcomes Include:

- 4 UNM-T student Internships in partnership with 2 Federal agencies and 2 Universities
- 2 Research Projects on Bird Species of Concern in collaboration with USFS Carson National Forest and Valles Caldera National Park

Other Employment & Highlights

Science Advisor, U.S. State Department, Office of Oceans Affairs AAAS Diplomacy Fellow,

2003-2004, Washington, DC. Supervisor Maggie Hayes, HayesMF@state.gov

- USG member, Subcommittee on Ecosystems, to review the draft Millennium Ecosystem Assessment (www.millenniumassessment.org).
- U.S. Aquatic Nuisance Species Task Force Member.
- Member of the inter-agency work group to develop an international ballast water standard to prevent the trans-location and establishment of invasive species.
- Implementation of White Water to Blue Water Partnership & Conference, specifically:
 - Organized Country Teams (El Salvador, Panama, and Dominican Republic) to achieve integrated watershed management and sustainable tourism
 - Facilitated Stakeholder Panel & Agreements on Sound Marine Transportation

- Secured participation by Dr. Sylvia Earle, famed marine biologist and explorer
- Policy and Development Coordinator**, American Fisheries Society, August 2002-June 2003; Bethesda, MD. Supervisor Dr. Ghassan Rassam, Executive Director, ghassanrassam@gmail.com
- Policy liaison to Congress, AFS membership, NGOs, and the general public
 - Wrote “Policy Updates” and co-wrote “Director’s Line” columns for *Fisheries* magazine
 - Planned Capitol Hill “Caught in the Middle” Science-Policy Briefing, Hart Senate Building
- Participatory Research Consultant**, 2000-2001; Contract work for Cornell University Cooperative Extension; Employer Dr. Marianne Krasny, 607-255-2821, mek2@cornell.edu
- Trained various community groups in NYC on Participatory Rural Appraisal (PRA) and Rapid Rural Appraisal (RRA) techniques for gathering local natural resource knowledge
- United Nations Intern**, New York City, Summer 2000, Freshwater Branch, Division of Sustainable Development; Supervisor Manuel Dengo, 212-963-4208, dengo@un.org
- Reviewed & revised Costa Rica-Panama transboundary watershed proposal
- Public Programs Manager**, Rocky Mountain Biological Lab; Gothic, CO, 1996-1997 (Assistant, 1994-1995); Supervisor Billy Barr, 970-349-7231, weather@rmbll.org
- Organized and ran public environmental education program; lead natural history tours
- Ecological Research Assistant**, terrestrial and aquatic research in subalpine and neotropical ecosystems, 1993-1997, 2014
- Dr. Bobbi Peckarsky, Entomology, Cornell Univ., research at Rocky Mountain Biol. Lab
 - Dr. Alex Flecker, Ecology & Evolutionary Biology, Cornell Univ., research in Venezuela
 - Dr. Alison Brody, Biology, Univ. of Vermont, research at Rocky Mountain Biological Lab

Book Reviews

- Zanetell, B. A. 2003. *Energy Revolution: Policies for a Sustainable Future* by Howard Geller. United Nations Natural Resources Forum 27:84-86.
- Zanetell, B. A. 2002. *The New Economy of Nature: The Quest to Make Conservation Profitable* by G. C. Daily and K. Ellison. United Nations Natural Resources Forum 26(4): 325-326.

Press and Recognition

- [**Pathways to Success: UNM-Taos Garners Success at Foresters Conference**](#), The Taos News, 26 Jan 2023
- [**UNM-Taos Professor Off to Costa Rica on Fellowship**](#), The Taos News, 17 Mar 2022
- [**Building STEM Pathways for Students of Color**](#), National Institute of Food & Agriculture, U.S. Department of Agriculture, 26 January 2022
- [**Community Leaders Guide Natural Resources Students to Sustainability**](#), University of New Mexico-Taos Newsroom, 1 September 2021
- [**Tackling Climate Change, One Student at a Time**](#), The Taos News, 5 November 2020
- [**Into the Classroom, Out Into the Wild**](#), The Voice of Hispanic Higher Education, Hispanic Association of Colleges and Universities, Summer 2020 Issue
- [**Cornell University Alumna Spotlight on Brooke Zanetell, Ph.D.**](#), Cornell University Graduate School, 15 January 2019.
- [**New Grant Will Prepare More Highlands Students for Natural Resources Management Careers**](#), New Mexico Highlands University, 5 February 2020
- [**Facing Down Climate Change, UNM-Taos Students Tackle the ‘Biggest Thing on Planet Earth’**](#), The Taos News, 6 December 2018
- [**University of New Mexico – Taos Develops the Next Generation of Climate Change Scientists**](#), USDA NIFA Impacts, 5 October 2016
- [**UNM-Taos Cultivates Climate Change Scientists**](#), The Taos News, 2 August 2015

Professional Involvement & Service

- **Member**, Stakeholder Advisory Group to the City of Gunnison (CO) on the VanTuyl Ranch Management Plan and proposed water projects including a water treatment plant
- **Faculty Council**, University of New Mexico-Taos, 2019-2022.
- **Regional Coordinator, NM AMP (Alliance for Minority Participation), UNM-Taos**, 2012-2022.
- **Member:**
 - National Association of Biology Teachers, since 2020
 - American Association for the Advancement of Science, since 2003
 - Association of Women in Science, since 1998
 - Rocky Mountain Biological Laboratory, since 1993

References

- Dr. Micah Russell**, Interim Dean, Clark Family School of Environment & sustainability, Western Colorado University, mrussell@western.edu
- Dr. Randi Archuleta**, Dean of Instruction, University of New Mexico - Taos, Ranchos de Taos, NM, 575-737-6215, randia@unm.edu
- Dr. Barbara Knuth**, Vice Provost and Dean of the Cornell Graduate School, Day Hall, Cornell University, Ithaca, NY, 607-255-7374, bak3@cornell.edu
- Dr. Tania Schusler**, Assistant Professor, School of Environment and Sustainability, Loyola University, Chicago, IL, 773.508.8954, tschusler@luc.edu

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Sunday, January 7, 2024 9:41:00 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Extension Advisory Committee

First and Last Name Melody Roper

Address 2499 County Road 10

City Gunnison, Colorado 81230

Phone 970-275-2087

Email Address melodyroper@outlook.com

Why would you like to serve on this Board or Commission? The Extension Office provides is a valuable and important resource for Gunnison and Hinsdale Counties. I would like to contribute guidance, knowledge and encouragement with future projects and programming.

Additional Comments

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 11, 2024 9:13:07 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Susan Wyman
Address	600 W Highway 50
City	Gunnison
Phone	9709648226
Email Address	Sue.Wyman@GunnisonGardens.com
Why would you like to serve on this Board or Commission?	I support the work of CSU Extension and their dedicated staff, and believe that knowledge of agriculture, land management, animal husbandry, food safety, consumer economics, and other topics are critical for young and old.
Additional Comments	Thank you for considering this application. It has been a privilege to serve on the Extension Advisory Board these past 3 years.

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

From: [Peter Dennis Caloger](#)
To: [BOCC](#)
Subject: Committee appointment
Date: Monday, January 15, 2024 8:23:03 PM

[EXTERNAL SENDER - USE CAUTION]

Commissioners,

It has been a privilege to serve our community on the Gunnison Sage Grouse Strategic Committee.

I request to be reappointed as Community At Large Regular Member on the Committee if you consider it appropriate.

Very Truly Yours,

Peter Caloger

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Saturday, December 9, 2023 8:17:09 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Gunnison Valley Land Preservation Board

First and Last Name Beverly Troxtell

Address PO Box 1232

City Crested Butte

Phone 720-272-6915

Email Address beverly@troxtell.com

Why would you like to serve on this Board or Commission?

Dear Board Members,

I am writing to express my ardent interest in contributing to the stewardship of our cherished natural landscapes as a member of the esteemed Gunnison Valley Land Preservation Board. With a profound passion for the outdoors and a deep-rooted commitment to preserving the beauty of the Gunnison Valley, I am eager to lend my expertise and dedication to this pivotal cause.

My twelve years as a resident of Crested Butte and 23 years total in Colorado have been defined by a profound appreciation for the unparalleled beauty and ecological diversity of our region. As an outdoor enthusiast who has explored these landscapes intimately, I recognize the delicate balance between our love for the outdoors and the imperative to preserve it for future generations as well as for our wildlife.

My personal experiences, coupled with my professional tenure in change management and organizational strategy, have fortified my conviction that strategic preservation efforts are paramount in safeguarding our natural heritage. I am impassioned by the prospect of contributing my skills in strategic planning,

community engagement, and collaborative leadership to the board. My vision aligns seamlessly with the board's mission to advocate for land preservation, engage stakeholders, and promote sustainable land management practices in the face of our valley's evolving landscape.

I welcome the opportunity to further discuss how my dedication, experiences, and unwavering commitment to preserving the Gunnison Valley align with the objectives of the Gunnison Valley Land Preservation Board. Thank you for considering my application, and I look forward to the possibility of contributing to the enduring legacy of conservation within our community.

Warm regards,
Beverly Troxtell

Field not completed.

Additional Comments

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

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, January 5, 2024 11:11:41 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Gunnison Valley Land Preservation Board

First and Last Name Sandra Guerrieri

Address PO Box 602

City Gunnison

Phone 970-596-2876

Email Address office@millcreekranches.com

Why would you like to serve on this Board or Commission? I have served on this board for several terms, representing Gunnison County. I am a rancher, and am a strong advocate for land preservation in our County. I also serve on the Colorado Open Lands Board, which hold many of the conservation easements in Gunnison County. Our county is a leader in preserving open spaces and I am honored to serve on this board so to continue the review of submitted projects, and fund those which we approve. I am forever grateful for the leadership in Gunnison County and for the portion of sales tax that assists in funding open spaces. Thank you for your consideration for my continuance on the Gunnison Valley Land Preservation Board.

Additional Comments *Field not completed.*

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, December 8, 2023 5:47:04 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Gunnison Valley Land Preservation Board

First and Last Name Ericka Bremer

Address 160 Aspen Ln

City Crested Butte

Phone 9703432009

Email Address ericka.jo24@gmail.com

Why would you like to serve on this Board or Commission? Dear Land Preservation Board Members:

Why would you like to serve on this Board or Commission?

I am excited to apply for a Land Preservation Board position! The accomplishments and objectives of the Land Preservation Board are integral to the longevity of community and environmental resilience in Gunnison County. This is a special connection for me: To grow up in the Gunnison Valley and then relocate back to my community, where conservation is so highly prioritized! With my background in sustainability practices and project management, I would be an asset in representing the Board and advancing conservation projects, easements, and grants. I want to contribute to the Board's economic and conservation contributions. My experience directly relates to this position:

- Knowledge of sustainability issues and solutions: As a ski instructor, raft guide, and mountain bike coach in Gunnison County, I have seen how recreational tourism impacts open space and the economy. Gunnison County is not the only place pressured to develop solutions for these competing interests. I became an expert in the climate adaptation issues faced by Vancouver residents and visitors during my work with nonprofit Evergreen Canada. My findings helped the City of Vancouver plan for citizen safety in the case of extreme heat or wildfire events, engage community members on access to public lands,

and reduce the impact of invasive species on the local ecosystem.

- Developing partnerships: As an Innovation Business Analyst for Jefferson County, I gained approval and participation from leadership teams, employees, community organizations, and the public to allocate time and resources towards process improvement projects. Since 2019, the Innovation Team has saved over \$1.3 million in taxpayer dollars.

- Communication skills: As a highly organized and analytical person, I excel in critical thinking and taking a systematic approach. I express my thoughts clearly and effectively, whether I am connecting with colleagues, developing a report for project partners, or presenting a proposed plan to the public.

I am dedicated to and enthusiastic about the mission of the Land Preservation Board. I hope to continue the conversation with you about how my experiences, skills, and initiative would benefit the County. Please let me know if I can provide you with any more information. Thank you so much for your time and consideration!

Sincerely,
Ericka Bremer

Field not completed.

Additional Comments

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, November 29, 2023 1:46:41 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Library Board of Trustees

First and Last Name Kerry Lefebvre

Address 724 County Rd 16

City Gunnison

Phone 970-581-7704

Email Address mariosgunnison@gmail.com

Why would you like to serve on this Board or Commission? I am currently serving a term on the Library Board of Trustees that is set to expire in January. I am requesting to be reappointed.

Additional Comments I am submitting a letter of request for reappointment separately via email

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

Lefave, LLC
Mario's Pizza & Pasta
The Dive at Mario's

November 29, 2023

To the Gunnison County Board of County Commissioners,

I am writing this letter to indicate my interest in applying for a new term on the Gunnison County Library District Board of Trustees. My current term is expiring, and I would hope to be appointed for an additional term.

I have greatly enjoyed my time serving on the Board of Trustees for the Library, and I feel that my experience as a local business owner provides a valuable perspective.

I began serving on the Board prior to the 2019 Mill Levy ballot initiative and was an integral part of the planning and development of the new Gunnison Library facility. I also served on the committee for the FF&E for the new building. I gained a lot of experience in the past few years working with the Board on these projects and feel that this knowledge would be an asset to the Board moving forward with our current endeavors. My time serving on this board has been a real privilege, and I have immensely enjoyed working with Drew and this amazing group of people on our current board.

The Library District is in the midst of several important projects, and I would love to be able to see these to fruition over the next couple of years. I was involved in the Board's recent Strategic Planning with Marv Weidner and am excited about our 3–5-year plan and hope to be involved in our continuing mission to increase library services in the valley.

I am also fully dedicated to our mandate to keep library collections unfettered by censorship, so all patrons have free and equal access to materials.

Thank you for your consideration, please feel free to contact me with any questions via email or cell,

Sincerely,

Kerry Lefebvre
Mario's Pizza and Pasta and the dive
970-641-1374 Work
970-581-7704 Cell
mariosgunnison@gmail.com

LeFave, LLC

213 W. TOMICHI AVE. GUNNSION, COLORADO 81230 970.641.1374

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, January 16, 2024 11:38:52 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Library Board of Trustees

First and Last Name PAUL EDWARDS

Address 315 N COLORADO ST

City GUNNISON

Phone 9706416423

Email Address mountainprof212@gmail.com

Why would you like to serve on this Board or Commission?

I am extremely interested in being considered for one of the two open positions on the Gunnison Library Board of Trustees. I have been a supporter of libraries since I first walked into the little elementary school library in Chatham, New York in 1960. Margaret Hartigan, the librarian, had invited me in for an individual visit when she got wind of the fact that I was reading well above my grade level (not bragging, I just liked to read). She sent me home with an armload of books, and at that point, I was a lover of libraries great and small. As I grew older, I got wind of Ben Franklin's support for the establishment of public libraries, which were, of course, a necessary component to achieve the goal of total literacy for the American citizenry. In high school, I studied and read in the combination high school/community library, and found out why it was called a "Carnegie Library." For all that he may have had his shortcomings, I had a lifelong respect for the work of Andrew Carnegie in his effort to bring free libraries to all communities in the United States, regardless of size. My professional development guaranteed extensive time spent in libraries as I obtained degrees up to the doctoral level (a high point of that pursuit was sitting in the library at The University of Michigan, wearing the white gloves, and going through archives for which I had to write for permission to access them). When we moved to Gunnison in 1987, my life in libraries

continued with visits to the Savage and Zugelder Libraries, and, as a parent, encouraging steady library usage as a part of the education of my two daughters. I loved the Zugelder Library, but understood its limitations given the increased needs of the community and the explosion of information taking place in the late 90s/early 00s. I was a strong supporter of the effort to relocate the library to the Van Tuyl property and have been overwhelmed with what a terrific new facility we now have.

I believe I have the experience to serve as an asset to the Library's board of trustees. I have served on a number of nonprofit boards, including the Gunnison Arts Center, Restorative Justice, the Tourism Board, the Southwest Colorado Community Theatre Festival, the Rocky Mountain Theatre Association, and the Alliance for Colorado Theatre, to name a few. I enjoyed a 31-year tenure at Western Colorado University, where I taught theatre, communication, performance studies, and honors courses. I served two terms as chair of the Communication Arts, Languages and Literature Department, and six years as the Director of the Honors Program. Issues related to writing, literature, the First Amendment were always front and center for me in my career at Western (I even taught an honors course on the First Amendment from the perspective of a practitioner directly affected by the rights granted me by the amendment). In my retirement, a position on the Library Board of Trustees seems like an appropriate way to serve my community.

With respect to my beliefs, views and feelings about issues related to the library, I'll share the following (not exhaustive, but representative): I am a First Amendment supporter and believe that there is a reason the Bill of Rights leads off with this one. It protects the right of all of us to express ourselves freely, whether it be the rights of speech, what we read, what faith we practice (or not) and who we hang out with and what we advocate. Free public libraries are and will continue to remain necessary for us to keep the First Amendment strong. Public libraries are information centers, and as such, should be open and welcoming to all, regardless. Accessibility extends to where libraries are located (kudos to the library for exploring the possibility of a third library in CB South), the degree to which information in all media and platforms are accessible to all, and the degree to which people of different abilities can successfully access and make proper use of the libraries and their holdings. Finally, I do have a personal philosophy about all of this and will express it when I think it's appropriate and necessary. I am also fully aware that others have different points of view from my own, and have developed the ability to listen to all points of view and respond in a polite and civil manner. I could go on, but I think this gives you an idea of who I am and why I'm excited to be considered for a position on the Library Board. Thank you.

Additional Comments

If you require any further information, please do not hesitate to contact me. Thanks for considering my application.

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

From: [Heather Thiessen-Reily](#)
To: [BOCC](#)
Subject: Library Board Vacancy
Date: Thursday, January 4, 2024 1:11:19 PM
Attachments: [GCC Library Board Letter 01_04_2024.pdf](#)

[EXTERNAL SENDER - USE CAUTION]

Dear Gunnison Board of County Commissioners:

I hope this new year finds you well. I am contacting you about the vacancy on the Gunnison County Library Board. I have attached a letter requesting my appointment to the Library Board. Please let me know if you need any further documentation and I am available to meet in person or virtually with the Board for consideration.

Thank you for your time and service to Gunnison County,

Sincerely,

Heather Thiessen Reily

January 4, 2024

To the Gunnison Board of County Commissioners:

I would like to apply for the vacant seat on the Gunnison County Library Board.

I moved to the valley in 1996 and after living in Gunnison for two years, my husband and I bought a lot in Crested Butte South and built our own home. We have lived in CB South since 1998 and raised our two children there. I have loved living in CB South and have been amazed at its growth over the last 26 years. It is a special community and my motivation for applying to the Library Board is the announcement of the construction of a new branch library there. This is most exciting news and as a long time resident and supporter of the county libraries, I would very much appreciate being part of the process and to become more involved with the county library system.

My family has enjoyed the libraries in both ends of the valley as patrons and attendees at numerous library events; and I have even been a guest speaker at some library events. I am also a passionate reader and an advocate for libraries and their most important roles in our democratic society. I have also been most impressed with the leadership of the Library Board and of the Director, Drew Brookhart. The Library Board and Director have been so thoughtful in managing and leading difficult but open civil conversations concerning the request to remove a specific book from the library collection. I applaud the County's commitment to the County's Code of Ethics which includes supporting our librarians' efforts to resist censorship of library materials. Every year, I put up a display in Kelley Hall on Western's campus during Banned Books week to highlight the importance of reading and knowledge in a democratic society. Knowing of my support of libraries, current Board member Sally Hays, and subsequently, the Library Director Drew Brookhart, approached me to discuss the opening on the Board.

I have been a passionate reader all my life and as a historian and History professor at Western Colorado University, some of the happiest moments of my life have been spent ensconced in libraries and archives around the world. To me, a library is a magical place and librarians are people who welcome the public into worlds of opportunity. Libraries are so much more than repositories of books; they are the heart of communities; providers of services and support to all members of our community; and key institutions in the life of democratic societies. Because I support that mission and the growth of library services throughout the valley and especially in Crested Butte South, I respectfully request to become an appointed Library Board member.

Sincerely,



Heather Thiessen Reily

409 Haverly St Crested Butte CO 81224

970-209-0306

canuckco00@gmail.com

From: [Catherine McBreen](#)
To: [BOCC](#)
Subject: Application for Gunnison Planning Commission
Date: Tuesday, January 16, 2024 2:51:43 PM
Attachments: [2024 CATHERINE MCBREEN.docx](#)
[January 16 2024.docx](#)

[EXTERNAL SENDER - USE CAUTION]

Attached is my resume and a cover letter to apply for the Gunnison Co. Planning Commission. If that position is unavailable, I would like to be considered for other Boards/Commissions seeking applicants. Thanks so much for your help.

January 16, 2024

To: Gunnison County Planning Commission

Attached please find a copy of my resume. I would be honored to be considered for a place on your commission. As you can see from the attached material, I have had a long career focused on regulatory issues.

I am relatively new to the Gunnison Valley, having moved to CB South in 2021. Prior to that, my family spent many years vacationing in this beautiful place. My father was a contractor and my brother is currently following in his tradition. Both my father and brother have developed many subdivisions and other properties, therefore, I have grown up with a deep interest in real estate development. I also sense the tension in the valley between the desire for preservation and the pressure to sensibly allow growth while protecting the environment.

While I am not a real estate lawyer, I did study real estate law early in my career. I am willing to update my legal knowledge and become familiar with Colorado law (I studied law in Illinois) to effectively serve on the commission. I am familiar with several of the projects the commission is currently reviewing and would be excited to learn even more.

I am sure you are considering numerous candidates, however, I believe I would be an outstanding addition to your team. I would love to be considered and would be happy to answer any questions.

Sincerely,

Catherine McBreen

CATHERINE MCBREEN
450 Neville Way
Crested Butte, CO 81224
cmcbreen@spectrem.com
847-204-8284

Work Experience

CEG Insights, June 2023 – Present, Managing Principal

- Manage research for company focused on coaching and consulting with financial advisors

Spectrem Group, 1995 -June 2023, Managing Director (Co-owner)

- Conduct research, perform analytical reviews for large to mid-size financial institution focused on the trust and wealth management industry

Harris Bank, 1988-1995, Chicago, IL – Vice President, Manager of Defined Contribution, Senior Attorney

- Managed 40plus professionals in defined contribution recordkeeping
- Attorney focused on compliance and contract issues for institutional trust

Hopkins and Sutter, 1986-1988, Chicago, IL – Attorney

- Assisted in analysis and liquidation of savings and loans closed by the FSLIC

Education

Northwestern University, Evanston, IL, B.S. 1983, Communications

DePaul University College of Law, Chicago, IL, J.D. 1986

Licensed to practice law, 1986 (Inactive)

Additional

Board of Directors, DePaul Theatre School, 2009-2012

Parent Board, room mother, additional at Lake Forest Country Day School, 1998-2017

Author, *Get Rich, Stay Rich, Pass It On – The Wealth Accumulation Secrets of America's Wealthiest Families*, Penguin Books, 2007

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, January 16, 2024 9:08:53 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Planning Commission

First and Last Name Bill Barvitski

Address 635 Tomichi Trail

City Gunnison

Phone 970-209-5653

Email Address bill@troutcreekengineering.com

Why would you like to
serve on this Board or
Commission? Previously I was a General Contractor for 20 years in Gunnison County and now for the past 8 years a Colorado Licensed Engineer. I had previously served on the Gunnison County Board of Appeals and am continuing to serve on the Environmental Health Board which I believe has been for the past +/- 8 years now. I have sat in on several Planning Commission meetings in the past trying to share my knowledge about the Construction industry as someone who was a Tradesman and now a Design Professional, as it is impacted by International, State and Local Regulations. I am pro-growth however I believe it must be done in as thoughtful a manner as possible while considering the health, safety, and sustainability of our County.

Additional Comments *Field not completed.*

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, January 8, 2024 5:54:48 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Planning Commission

Eric Phillips
First and Last Name

726 Teocalli Ave Unit C
Address

Crested Butte
City

6307155226
Phone

Ericphillips1545@gmail.com
Email Address

Why would you like to
serve on this Board or
Commission? My time as an interim planning commissioner has really sparked
a passion for land use I didn't know I had. I would love to
continue the roll as a full time member now that I know the ropes
and have a solid understanding of how things work and what
questions to ask. I'm dedicated to meetings and making informed
decisions on behalf of gunnison country and the LUR. Again I
would love to put everything I've learned within the last year to
work and double down my commitment to community with a full
term planning commission roll.

Field not completed.
Additional Comments

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, November 27, 2023 9:58:40 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Region 10

First and Last Name Colleen Hannon

Address 233 Regent Circle

City Gunnison

Phone 9702753651

Email Address wsrc.colleen@gmail.com

Why would you like to
serve on this Board or
Commission? I have served for a year at this time. I have just gotten to understand the role appointees play on the GVTPR Committee and barely had an opportunity to serve. I serve as an alternate to Vince Rogalski and would like to continue in this role for another year. As a consultant to Region 10 in grant navigation for transportation, water, wastewater, disaster resiliency, and energy efficiency, I have had the opportunity to talk to all of the Gunnison County jurisdictions about their transportation needs. I feel I have a good understanding of these needs and would like to apply my newfound knowledge and support on the GVTPR. A person can't really get much done in just a year. Please consider me for another year. Thank you.

Additional Comments *Field not completed.*

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, January 10, 2024 8:12:12 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Frank Stern

Address 121 Slate River Drive

City Crested Butte

Phone 303 618 4979

Email Address franksternco@gmail.com

Why would you like to serve on this Board or Commission? I believe that experiencing the natural beauty of the Gunnison County area in a sustainable manner is essential aspect of mental health. I have lived in Gunnison county for eight years, have owned property here for 20. I am on the board of Elk Mountains Backcountry Alliance, a ski instructor at CBMR, am a volunteer for the CB Nordic Center and CBMBA, and have been president of two local homeowner associations. I have over 30 years of professional experience with sustainability, including being managing director, principal, and partner of several consulting firms ranging in size from 30 to 7,000 employees. I have managed over \$60 million work of contracts and teams of 80 employees. I have a masters in engineering and a bachelors of environmental design.

Additional Comments *Field not completed.*

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

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, December 11, 2023 11:57:15 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Andrew Sandstrom

Address 76 Gloria Pl

City Crested Butte

Phone 720-220-5700

Email Address andrew@gunnisoncrestedbutte.com

Why would you like to serve on this Board or Commission? In my role as marketing director with the Tourism and Prosperity Partnership(TAPP), I have direct involvement with the communications that go to the visiting public. I have been very involved with and believe in the mission of the STOR Committee. Since I am now chairing the communications subgroup it seems appropriate that I sit on the STOR board representing TAPP.

Additional Comments *Field not completed.*

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Gunnison County Board of County Commissioners
200 E Virginia Avenue
Gunnison, CO 81230

January 10, 2024

To the Gunnison County Board of County Commissioners,

Please accept this letter of interest from Crested Butte Nordic (CB Nordic) to join the Sustainable Tourism and Outdoor Recreation (STOR) committee as a public at-large member.

CB Nordic supports our community's mental and physical health by providing year-round recreation through winter trails, programs, and events. As a non-profit cross-country ski center, we groom over 50 kilometers of winter trails surrounding downtown Crested Butte for cross-country skiing, snowshoeing, fat biking, and dog walking. Approximately 20% of our groomed trails are free and open to the public. We also provide a host of programming for people of all ages and abilities as well as five vibrant community events throughout the year.

In the last ten years, CB Nordic has experienced an average of 10% growth annually. We estimate that on average, our services serve roughly 12,000 people annually. In the 22/23 season, we had 2,531 season pass holders and sold 5,000 day passes. Our adult and youth programs served approximately 2,200 people in the 22/23 season, and we welcomed 2,175 event participants.

CB Nordic relies entirely on our local partners, landowners and managers, and the community at large. As an organization, we do not own land or hold trail easements. Even the Nordic Center facilities are owned by the Town of Crested Butte. ***For these reasons, it's critical that we prioritize working collaboratively with the strong network of Gunnison Valley stakeholders. Sustainable use of our natural resources and responsible management of our local and visiting recreationists are priorities for CB Nordic.*** By joining the STOR committee, we want to play an active role in this work.

Thank you for your time and consideration,

Hedda Peterson

From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, January 3, 2024 2:39:59 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Kim Eastman

Address PO Box 141

City Gunnison

Phone 970-596-9457

Email Address chamber@gunnison.com

Why would you like to serve on this Board or Commission? As the manager of the Visitor Services Center, I feel it is my duty to be an informed and active participant in the areas of outdoor recreation that visitors come to see and experience. I am also a native of Gunnison and care what happens in the back country that I also recreate in.

Additional Comments *Field not completed.*

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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Sunday, January 7, 2024 1:32:37 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Kimberly Schappert

Address 529 Tomichi Trail

City Gunnison

Phone 4352608197

Email Address kschappe@mac.com

Why would you like to serve on this Board or Commission? I would like to continue work on the current project, CB-CBS pathway and I enjoy being a part of the collaboration of so many entities from the community.

Additional Comments Thank you for your consideration.

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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Wednesday, January 3, 2024 11:49:46 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name David Ochs

Address 801 Red Lady Avenue

City Crested Butte

Phone 9703497324

Email Address dave@cbmba.org

Why would you like to serve on this Board or Commission? I have been a member of this committee since its inception, and I believe the work done through my full-time position, CBMBA/CBCC, is very related to the efforts and charter of the STOR committee. CBMBA/CBCC has also been a recipient of GCSF/NFF funds via STOR initiatives and we are hopeful to continue to partner on existing and future initiatives.

Additional Comments *Field not completed.*

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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Monday, January 8, 2024 9:55:43 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name LB Mullin

Address PO Box 1701

City Gunnison

Phone 9702752089

Email Address brucemullinjr@gmail.com

Why would you like to serve on this Board or Commission?

To whom it may concern,
My name is Bruce "LB" Mullin Jr. I have been serving on the STOR committee since August. I would like to continue to serve on the STOR committee because of my interest and experience in recreation in Gunnison County. I am a graduate of the Western Rec program, owner of a public land outfitting business, partner on a local Gunnison ranch and equestrian facility (Lost Miner Ranch), and board member of the Gunnison Wildlife Association. All these experiences have prepared me to give back to the community on the STOR committee.
Thank You for your time.
Bruce Mullin Jr

Additional Comments *Field not completed.*

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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, January 16, 2024 12:20:26 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Western Regional EMS Council

First and Last Name Christian Malcolm

Address 72 Columbine Rd

City Gunnison

Phone 6199878334

Email Address cmalcolm@gvh-colorado.org

Why would you like to serve on this Board or Commission? Yes

Additional Comments I would like to submit my letter of interest in reappointment to the WRETAC Council. I have served two terms as a board member and enjoyed my time serving as a Gunnison representative. I believe maintaining continuity of service on Regional EMS Councils is incredibly important as relationships are established and strengthened over time lending greater effectiveness to the council. I am a member in good standing and am active at both the regional and state level.

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