

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

DATE: Tuesday, February 4, 2025

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Alcohol Beverage License #03-04246; Crested Butte LLC dba Paradise Restaurant; 2/4/2025 to 2/4/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. January 21, 2025 Regular 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.
 1. First Amendment to Professional Services Agreement; CBS Accounting LLC; 10/2024 to 12/2024; \$3,500
 2. Acknowledgement of County Manager's Signature; Engagement Letter for Arbitrage Compliance Services; Arbitrage Compliance Specialists; Finance; 1/30/2020 to 1/30/2025; \$3,180
 3. Memorandum of Understanding Amendment #2; Colorado Child Care Assistance Program; Colorado Department of Early Childhood; Health and Human Services; 1/1/2025 to 6/30/2026
 4. Grant Agreement Amendment #1; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2024 to 9/30/2025: \$75,000
 5. Contract Agreement; AIP Project No. 3-08-0030-065-2024; Gunnison – Crested Butte Regional Airport; \$2,284,960; Local 2.5%
 6. Policy Statement; Disadvantaged Business Enterprise Program; Gunnison-Crested Butte Regional Airport
 7. Request for Applications; Colorado Family Planning; RFA # 33803782; Health and Human Services; \$168,239.97
 8. Community of Practice Facilitator Scope of Work Agreement; Cannabis Prevention Education Project Spring 2025; Juvenile Services; 2/1/2025 to 5/12/2025
 9. Professional Services Agreement; Walter Sorrentino; CBOE Hearing Officer; 10/1/2025 to 10/31/2026
 10. Simple Gift Application; Rocky Mountain Health Foundation; Health and Human Services; \$10,000
 11. Small Dollar Grant Agreement; 23BRIC25-GUNN; Emergency Services; 10/24/2024 to 6/30/2026; \$95,137 with \$23,784.50 Local Match

8:35 am

- County Manager's Reports

8:40 am

- Alternate Appeal Schedule Request 2025; Gunnison County Assessor's Office

8:45 am

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
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DATE: Tuesday, February 4, 2025

Page 2 of 2

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

- Lot Cluster; LUC-24-00055; Susan and Patrick Wallace

8:50 am

- Minor Impact Subdivision; LUC-24-00035; Kevin Graham; A Resolution Approving LUC-24-00035, A Land Use Change Permit Application for a Minor Impact Land Use Change for a Two Lot Subdivision at a Parcel Commonly Described as 225 Columbine Rd. Gunnison, and Legally Described as T49N, R1W, N.M.P.M. Section 14: A Tract of Land Located in the NW¼ SE¼ of Said Section, More Particularly Described in the Personal Representative's Deed at Reception No. 696278, County of Gunnison, State of Colorado

9:00 am

- Expansion of Commercial Use, Major Impact, Sketch Plan Review; LUC-24-00021; Harmels on the Taylor; A Resolution Approving LUC-24-00021, a Land Use Change Permit Application for Sketch Plan Review of a Major Impact Land Use Change for an Expansion of Commercial Use at Harmels on the Taylor on the Parcel of Land Commonly Known as Parcel No. 3433-000-00-026, 6748 County Road 742, Taylor River Canyon, Almont, Colorado; Legally Described as 146.07 Acres in Sections 21, 27 & 28, Township 15S, Range 84W and More Specifically Described Within the Warranty Deed Recorded at Reception No. 678328, County of Gunnison, Colorado

9:20 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), personnel matter(s). Gunnison County Attorney Performance Review.
- 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://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04246; Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Crested Butte LLC dba Paradise Restaurant

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 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



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 #03-04246

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

CRESTED BUTTE LLC DBA PARADISE RESTAURANT

SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 02.04.2025 - 02.04.2026

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 1-15-2025

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

CRESTED BUTTE LLC
dba PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number

03-04246

License Expires at Midnight

February 04, 2026

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. 1/15/2025 MH

Michelle Stone-Principato

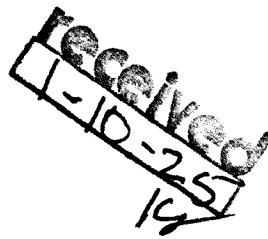
Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority



PARADISE RESTAURANT
PO BOX 5700
Crested Butte CO 81224

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
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	\$750.00

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.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name

CRESTED BUTTE LLC

Doing Business As Name (DBA)

PARADISE RESTAURANT

Liquor License Number

03-04246

License Type

Hotel & Restaurant (county)

Sales Tax License Number

00774205

Expiration Date

02/04/2025

Due Date

12/21/2024

Business Address

Street Address

SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM

Phone Number

9703492202

City, State, ZIP Code

Gunnison CO 81230

Mailing Address

Street Address

PO BOX 5700

City, State, ZIP Code

Crested Butte CO 81224

Email

joshuah.j.staab@vailresorts.com

Operating Manager

Josh Staab

Date of Birth

1/4/86

Home Address

Street Address

Phone Number

620 Gothic Rd

512-999-4240

City

State

ZIP Code

Mt. Crested Butte, CO

CO

81225

1. Do you have legal possession of the premises at the street address? ☐ Yes ☒ No

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

6/6/25

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

3. 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? ☐ Yes ☒ No

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.? ☐ Yes ☒ No

4. 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)? ☐ Yes ☒ No

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.

1. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

2. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

3. 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?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

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

Josh Staab

Title

General Manager

Signature

[Signature]

Date (MM/DD/YY)

11/6/2024

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk

Signature

Kathy Smillion

Attest

[Signature]

Date (MM/DD/YY)

1-10-2025

Name (Individual/Business)

Josh Staab / Paradise

Social Security Number/Tax Identification Number

513-90-6207

Home Phone Number

Business/Work Phone Number

Street Address

620 Gothic Rd

City

Mt Crested Butte

State

CO

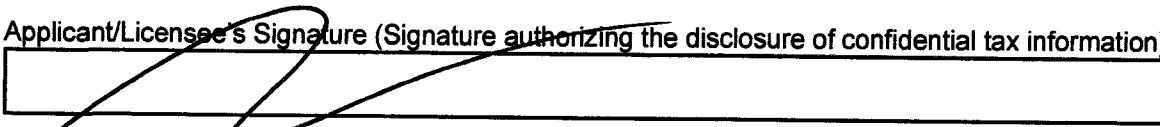
ZIP Code

81225

Printed name of person signing on behalf of the Applicant/Licensee

Josh Staab

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



11/19/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 1/21/2025

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Draft BOCC Minutes; 1/21/2025

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☐

Required

☒

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes ☐

No ☐

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/23/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 1

Agenda Date: 2/4/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 21, 2025**

The January 21, 2025 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:

Laura Puckett Daniels, Chairperson	Matthew Birnie, County Manager
Elizabeth Smith, Vice-Chairperson	Holly Perry, Deputy County Clerk
Jonathan Houck, Commissioner	Others Present as Listed in Text
Matthew Hoyt, County Attorney	

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

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

1. Alcohol Beverage License #03-15949; The Wooden Spoon dba The Wooden Spoon; 3/7/2025 to 3/7/2026
2. Alcohol Beverage License #03-13185; Skyhighcolorado LLC dba Nugget Cafe; 4/6/2025 to 4/6/2026

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:30 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:30 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Houck seconded by Commissioner Smith to approve both the January 7th, 2025 regular meeting minutes and the January 14th, 2025 special meeting minutes as presented. Motion carried unanimously.

1. January 7, 2025 Regular Meeting
2. January 14, 2025 Special Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Acknowledgement of County Manager’s Signature; Gunnison County Finance Director Employment Agreement; Ana Canada; 1/1/2025; \$144,828
2. Acknowledgement; Intergovernmental Grant Agreement; Energy & Mineral Impact Assistance Program (EIAF); Facilities; 12/27/2024 to 11/30/2026; \$2,000,000
3. Quote; eCertification; Tyler Technologies; Clerk & Recorder; 3 years; \$3,897
4. Quote; Payments with Resident Access Migration; Tyler Technologies; Finance; \$4,500
5. Professional Services Agreement Letter Amendment – Gunnison Crested Butte Regional Airport; Ricondo & Associates, Inc.; 10/18/2022 to 12/31/2025; \$205,000
6. Professional Services Agreement; Somerset Domestic Waterworks District; 1/1/2025 to 12/31/2025; \$20,000
7. Pharmacy Benefit Plan Design; TrueRx; Human Resources; 1/1/2025
8. Grant Application; Colorado Regional Opioid Abatement Council; Juvenile Services; \$500,000
9. Grant Application; Temple Hoyne Buell; Parents as Teachers; Health and Human Services; \$20,000
10. Incumbency and Signature Certificate

COUNTY MANAGER’S REPORTS:

1. County Designation of 2025 Steering Committee Proxies; Colorado Counties, Inc. Steering Committees – CM Birnie relayed that Assistant County Manager for Health, Human and Safety Services Joni Reynolds has been the representative previously for Health and Human Services. **Moved** by Commissioner Houck, seconded by Commissioner Smith to designate Assistant County Manager for Health and Human Services Joni Reynolds as our proxy at CCI to vote on issues specific to health and human services and authorize the Chair’s signature on the CCI document. Motion carried unanimously.
2. Colorado Division of Transportation (CDOT) – Assistant County Manager for Public Works Martin Schmidt and CM Birnie attended an honoring ceremony for the Highway 50 Bridge Repair Response last Thursday.

DRAFT CORRESPONDENCE; CRESTED BUTTE POSTAL FACILITIES; US POSTAL SERVICE

Commissioner Houck relayed he has had conversation with Senator Bennet and Senator Hickenlooper about this and he would like to add Postmaster General DeJoy as a correspondence as well as Mr. Smith. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the letter as drafted in our packet, also include Postmaster DeJoy on who it is sent to and addressed to and authorize the signature of the full Board on the correspondence. Motion carried unanimously.

A RESOLUTION RESCINDING THE GUNNISON COUNTY LOCAL DISASTER EMERGENCY DUE TO THE HIGHWAY 50 BRIDGE CLOSURES

Commissioner Houck clarified if this will end all things tied to the declaration such as funding to which CM Birnie confirmed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-3, a Resolution Rescinding the Gunnison County Local Disaster Emergency due to the Highway 50 Bridge Closures. Motion carried unanimously.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS Emergency Manager Scott Morrill and Deputy Emergency Manager Ryan White were present for discussion.

Commissioner Puckett Daniels relayed this is an annual resolution to give the Sheriff authority to declare fire restrictions if need be. CA Hoyt noted the Sheriff must report back to the Board pursuant to the program three on page four of the resolution and the Board has the discretion to rescind at any time. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve and adopt Resolution 2025-4, a Resolution of the Board of County Commissioners of Gunnison County, Colorado, Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions as presented in this morning's packet. Motion carried unanimously.

A RESOLUTION ESTABLISHING GUNNISON COUNTY AS A LOCAL AUTHORIZING AUTHORITY FOR AMBULANCE SERVICES, ESTABLISHING AMBULANCE SERVICE AREAS, ADOPTING GUNNISON COUNTY AMBULANCE LICENSING REGULATIONS AND REVOKING RESOLUTION NO. 2018-13 Emergency Manager Scott Morrill and Deputy Emergency Manager Ryan White were present for discussion.

EM Morrill noted this is something that needs to be renewed annually and the State CDPHE oversees licensing. Commissioner Puckett Daniels clarified that the County used to provide licensing and now the State does to which EM Morrill confirmed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-5, a Resolution Establishing Gunnison County as a Local Authorizing Authority for Ambulance Services, Establishing Ambulance Service Areas, Adopting Gunnison County Ambulance Licensing Regulations and Revoking Resolution No. 2018-13. Motion carried unanimously.

COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Smith:

1. Cheatgrass Coordinator – Commissioner Smith welcomed the new Cheatgrass Coordinator who started last week.
2. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith relayed they have been discussing Land Use Proposals and Modular Housing concept that is trying to develop a uniform code for different types of zones across the State. Commissioner Houck asked for clarification on what the legislation is trying to do. Commissioner Smith stated they are working to do mass production to drive down costs and the different codes for mountain towns would typically hinder that. Commissioner Puckett Daniels relayed that she believes there needs to be more discussion on what is wanted. CA Hoyt noted that, in his opinion, application of land use regulations as opposed to building codes are a bigger issue. Commissioner Smith also discussed another land use legislation that is providing incentives for religious institutions to be able to develop housing.
3. Southwest Colorado Opioid Regional Council – Commissioner Smith commented they did bring in two coordinator facilitators.
4. Allocation Methodology Team – Commissioner Smith noted they have an Allocation Methodology Team for the Child Welfare Allocation Committee. She requested having some staff members involved with the conversation.

GUNNISON COUNTY BOARDS AND COMMISSIONS:

1. Board of Adjustment Appointments:
 - At Large Appointments; Fill Two Vacancies for One-Year Terms
 - Applicants: Julie Baca, Andy Tocke
 - BOCC Appointments; Three Commissioners for One-Year Terms
 - Commissioners: Laura Puckett Daniels, Liz Smith, Jonathan Houck
 - Alternate Appointments; Extend Terms for One-Year

- Applicants: Drew Brookhart, John O'Neal

Commissioner Houck noted he is fine with appointing all as there were no new applicants. Commissioner Smith agreed. **Moved** by Commissioner Smith, seconded by Commissioner Houck to fill two vacancies for one-year terms on the Board of Adjustment and fill those with Julie Baca and Andy Tocke, appoint Laura Puckett Daniels, Elizabeth Smith and Jonathan Houck for a one-year term and also extend for one-year the alternates Drew Brookhart and John O'Neal. Motion carried unanimously.

2. Environmental Health Board Appointments:

- Fill Four Vacancies for Regular Member for Three-Year Terms & Fill Two Vacancies for Alternate Members for One-Year Terms
 - Applicants: Bill Barvitski, Ashley Bembenek, Lynn Cudlip, Kari Roberts, Brooke Ann Zanetell

Commissioner Puckett Daniels relayed what the alternates duties are and who is currently a regular or alternate member. **Moved** by Commissioner Smith, seconded by Commissioner Houck appoint Bill Barvitski, Ashley Bembenek, Lynn Cudlip and Brooke Ann Zanetell to a regular three-year term for the Environmental Health Board and also appoint Kari Roberts for an alternate member one-year term. Motion carried unanimously.

3. Extension Advisory Committee Appointments:

- Regular Appointments; Fill Two Vacancies for Three-Year Terms
 - Applicants: Janet Washburn, Dan Zadra

Moved by Commissioner Houck, seconded by Commissioner Smith to reappoint to three-year terms, Janet Washburn and Dan Zadra to the Extension Advisory Committee. Motion carried unanimously.

4. Gunnison Valley Land Preservation Board Appointments:

- Fill One Vacancy for Regular Member for a Four-Year Term & Fill One Vacancy for Alternate Member for a Two-Year Term
 - Applicant: Glo Cunningham

Moved by Commissioner Houck, seconded by Commissioner Smith to reappoint Glo Cunningham to a four-year term on the Gunnison Valley Land Preservation Board, acknowledging the work and dedication. Motion carried unanimously.

5. Gunnison Watershed Weed Commission Appointments:

- Regular Appointment; Fill One Vacancy for a Three-Year Term
 - Applicant: Thomas Walker

Moved by Commissioner Houck, seconded by Commissioner Smith to reappoint Thomas Walker to a three-year term on the Gunnison Watershed Weed Commission as a board member of that board. Motion carried unanimously.

6. Historic Preservation Commission Appointments:

- Regular Appointments; Fill Two Vacancies for Three-Year Terms
 - Applicants: Krister Kooiman, Jody Reeser

Commissioner Houck relayed that since Ms. Kooiman's interview was missed and he would prefer talking to new applicants before appointing, he would like to encourage Ms. Kooiman to reapply for future openings. Commissioner Smith agreed. **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint Jody Reeser to a regular three-year term on the Historic Preservation Commission. Motion carried unanimously.

7. Planning Commission Appointments:

- Fill Three Vacancies for Regular Members for Three-Year Term & Fill Two Vacancies for Alternate Members for One-Year Term
 - Applicants: Julie Baca, Bill Barvitski, Krister Kooiman, Catherine McBreen, Fred Niederer, Sean Patrick

Commissioner Puckett Daniels relayed the duties of the alternate. The Board discussed who they would like to move to a regular position from the alternate. **Moved** by Commissioner Smith, seconded by Commissioner Houck to appoint Julie Baca, Bill Barvitski, and Fred Niederer to regular three-year terms, and appoint Catherine McBreen and Sean Patrick to an alternate one-year term. Motion carried unanimously.

8. Region 10 Board Appointments:

- Board of Directors (Private Representative) Appointments; Fill Two Vacancies for Two-Year Terms
 - Applicant: Colleen Hannon
- Business Loan Fund Appointments; Fill Two Vacancies for Two-Year Terms
 - Applicants: David Assad, Shane McGuinness
- Gunnison Valley Transportation Planning Region Committee Appointments; Fill Two Vacancies for One-Year Terms
 - Applicants: Vince Rogalski, Martin Schmidt, Erika Vohman

Commissioner Puckett Daniels relayed the difference between the appointments and explained any confusion from before. She relayed that historically Counties have had a staff member as the Gunnison Valley Transportation Planning Region regular member. **Moved** by Commissioner Smith, seconded by Commissioner Houck to appoint both Colleen Hannon and Vince Rogalski to two-year terms on the Board of Directors for Private Representatives for Region 10 and to appoint David Assad and Shane McGuinness to two-year terms on the Business Loan Fund for Region 10 and appoint Martin Schmidt as our regular voting member for the Gunnison Valley Transportation Planning Region Committee and Vince Rogalski as the alternate. Motion carried unanimously.

9. Sustainable Tourism and Outdoor Recreation Committee Appointments:

- At-Large Appointments; Fill Four Vacancies for Two-Year Terms
 - Applicants: Than Acuff, Jon Hare, Caressa Holland, Jeremy Johndrow, Jake Jones, Tim Kugler, Danny J. Lefebvre, Heather Leonard, Mimi Mather, Hannah November, Chris Parmeter, Tyler Portenier, Kurt Portwich, Pamela Williams

Commissioner Puckett Daniels expressed gratitude for the robust interest. Commissioner Houck relayed possibly providing more clarity on what skills STOR is looking for in applicants. He would like to reappoint the folks that reapplied because of their history and skills with the Committee. Commissioner Puckett Daniels agreed. Commissioner Houck noted there are sometimes subcommittees where others can get involved. Commissioner Smith supports their direction. **Moved** by Commissioner Smith, seconded by Commissioner Houck to reappoint Jeremy Johndrow, Jake Jones, Tim Kugler, and Chris Parmeter to the STOR Committee. Motion carried unanimously.

10. Veteran Services Officer Appointment:

- Regular Appointment; Fill One Vacancy for a Two-Year Term
 - Applicant: Steve Otero

Moved by Commissioner Houck, seconded by Commissioner Smith to reappoint Steve Otero to our Veteran Services Officer for Gunnison County. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Finance Director Ana Canada presented the voucher approval report dated December 17, 2024 and the cash transfer authorization dated December 2024 for discussion and approval. **Moved** by Commissioner Houck, seconded Commissioner Smith to approve the voucher report in the amount of \$5,553,160.34. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the cash transfer in the amount of \$7,996,765.98. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the December 2024 Treasurer's report, an investment report dated December 31, 2024, a quarterly interest report dated October through December 2024, and an annual report for 2024 for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer's Report as presented and authorize the Chair's signature accepting the report. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Colleen Hannon – Ms. Hannon reinforced the Board's decision on the Gunnison Valley Transportation Planning Region appointments and wanted to thank the Board for her appointment to Region 10.
2. Donna Guerrieri – Ms. Guerrieri commented on the North Gunnison sewer rate increases. Commissioner Houck relayed that the rates are a non-profit and the fees are relative to the direct cost of the service. CM Birnie also commented that the increase is due to the City's treatment rate increase of 15%. Assistant County Manager for Public Works Martin Schmidt explained in more detail the reasoning behind the rate increases. He also noted he is interested in having a rate study performed to verify they are within the balance of business feasibility in the sewer and water district. Lastly, ACM Schmidt did give his contact information for a future conversation.
3. Seth Nienhueser – Mr. Nienhueser would like to also provide comments on the sewer and rate increase for his business in North Gunnison. He brought comparisons of other Counties' rates for sewer for a similar property and he encouraged the County to negotiate with the City. Commissioner Houck relayed that the price other Counties' rates are

- subjective based on different factors as well as not having sewer collection systems. ACM Schmidt will also follow up on the conversation.
4. Abby Harrison – Ms. Harrison introduced Dave Pinkerton as the new County and School Board Reporter for the Gunnison Country Times.

COMMISSIONER ITEMS (Cont'd):

Commissioner Houck:

1. Winter Travel Management – Commissioner Houck and Commissioner Puckett Daniels attended a meeting regarding winter travel management in order to have a conversation on community desires. CA Hoyt noted that there is a freeze on Federal hiring that was passed by Executive Order yesterday which could impact this.
2. Mayors Managers Meeting – Commissioner Houck, CM Birnie, and Commissioner Puckett Daniels attended this meeting last Wednesday.
3. Senator Meetings – Commissioner Houck met with the Senator Bennet and Senator Hickenlooper's office about a deed restriction on the town park in the Town of Marble.
4. Drought Contingency Task Force – Commissioner Houck had a conversation about the Agricultural Outreach.
5. HB 1177 Roundtable – Commissioner Houck relayed he will update this with the other water updates.
6. Department of Natural Resources – Commissioner Houck stated he is keeping the State Park Concept on their radar.
7. Executive Orders – Commissioner Houck will continue to look at new Executive Orders and how they could affect the Administrative Withdrawal and Thompson Divide as well as the Gunnison Outdoor Resource Protection (GORP) Act.

Commissioner Puckett Daniels:

1. Legislative Calls – Commissioner Puckett Daniels has been listening into the Counties & Commissioners Acting Together (CCAT) and Colorado Counties, Inc. Steering Committees (CCI) legislative calls about land use, housing, and transportation.
2. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Puckett Daniels relayed that there could be a second daily bus service to Denver this spring to which the County will be paying 50% of the cost. She also stated this route is the most highly used in the state and the only route to have second daily service because of the popularity.
3. Winter Travel Management – Commissioner Puckett Daniels added they are working on big picture items such as who needs to participate and at what levels and no concrete commitments were made.
4. Colorado Association of Ski Towns (CAST) – Commissioner Puckett Daniels stated she will be attending the CAST meeting in Breckenridge next week to discussing housing issues.

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 COUNTY LAND USE AUTHORITIES AND JURISDICTION UNDER THE GUNNISON COUNTY LAND USE RESOLUTION AND ARTICLE 28 OF THE COLORADO REVISED STATUTES. Moved by Commissioner Houck, seconded by Commissioner Smith to go into Executive Session pursuant to Colorado Revised Statute 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 county land use authorities and jurisdiction under the Gunnison County Land Use Resolution and Article 28 of the Colorado Revised Statutes. Included in the meeting will be the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Assistant County Manager for Community and Economic Development Cathie Pagano, as well as from Community Development, Hillary Seminick. That is who will be in the meeting. Because we are receiving legal advice from the Attorney, there is no requirement to maintain a contemporaneous recording of the meeting. Motion carried unanimously.

The board went into executive session at 10:25 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: _____

Laura Puckett Daniels, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. The participants in the Executive Session were the same that I read into the record. We stayed on topic and received advice from the County Attorney. Motion carried unanimously. The Board came out of executive session at 12:28 pm.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 12:28 pm.

Laura Puckett Daniels, Chairperson

Elizabeth Smith, Vice-Chairperson

Jonathan Houck, Commissioner

Minutes Prepared By:

Holly Perry, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

Note: For all the details of each resolution including any exhibits, please refer to gunnisoncounty.org

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

RESOLUTION NO. 2025-3

**A RESOLUTION RESCINDING THE GUNNISON COUNTY LOCAL DISASTER EMERGENCY DUE
TO THE HIGHWAY 50 BRIDGE CLOSURES**

WHEREAS, on April 23, 2024, the Board of County Commissioners of the County of Gunnison adopted Resolution No. 2024-18, declaring a local disaster emergency due to the closures of bridges on United States Highway 50 in Gunnison County; and

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the Board of County Commissioners of the County of Gunnison has the authority to order the declaration, continuation, or termination of a local disaster emergency; and

WHEREAS, due the reopening of the affected Highway 50 bridges to two-way traffic until at least Spring 2025, there no longer remains the need to maintain a local disaster emergency response or continued mobilization of emergency resources;

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

- 5. Resolution No. 2024-18, A Resolution and Declaration Continuing the Highway 50 Closure Local Disaster Emergency in Gunnison County, is hereby rescinded;
- 6. This Resolution shall be promptly filed and recorded with the Gunnison County Clerk and Recorder, and filed with both the Office of Gunnison County Emergency Management and with the Colorado Office of Emergency Management; and
- 7. This Resolution shall be given prompt and general publicity.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 21st day of January 2025.

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. 25-4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, et seq. has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the residents and visitors of Gunnison County ("County"); and

WHEREAS, the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15- 401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board passed Ordinance Nos. 8a, 14, 16, and 20 relating to fire bans and fire restrictions, including penalties for the violation of those Ordinances; and

WHEREAS, the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on open fires, open burning and sale, use and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS, the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the residents and visitors of the County in order to preserve the health, safety and welfare of the residents and visitors; and

WHEREAS, the Gunnison County Sheriff ("Sheriff") is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513 to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control; and

WHEREAS, the Board believes that the Sheriff, as fire warden, is the appropriate person, using their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

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

- 1. The Sheriff or their designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire

suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest or grass fires is found to be high and without the need for further proceedings or resolution ("Restrictions"). The Sheriff or their designee shall also have the authority to rescind those Restrictions when he or she determines it is appropriate considering the current fire danger.

- a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:
 - i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural and the burning of trash or debris, except:
 - 1) Building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
 - 2) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or
 - 3) Fires burned in portable chimineas, fire pits and tiki torches wholly on or within private property.
 - ii. Smoking, except:
 - 1) within an enclosed vehicle or building; or
 - 2) in a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or clear of all flammable materials.
 - iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15- 401(1)(n.7).
 - iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
 - v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.
 - vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
- b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:
 - i. Building, maintaining, attending or using a fire, campfire or stove fire including but not limited to:
 - 1) Agricultural burning and the burning of trash or debris;
 - 2) Maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
 - 3) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns and shut-off valves are allowed when used at least three (3') or more from flammable material such as grasses or pine needles; and
 - 4) Fires burned in portable chimineas, fire pits and tiki torches.
 - ii. Smoking, except within an enclosed vehicle or building.
 - iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15- 401(1)(n.7).
 - iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and round point shovel with an overall length of at least 35 inches (35") readily available for use.
 - v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
 - vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
 - vii. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
 - viii. Possessing or using a motor vehicle off established roads, motorized trails or established paring areas, except when parking in an area devoid of vegetation within ten feet (10') of the vehicle.
- c. Stage III Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.

2. Any declaration by the Sheriff or their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.

- 3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the County Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.
- 4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.
- 5. The Sheriff or their designee shall consult with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.
- 6. This Resolution shall be enforced by the Sheriff or their designee, through his Deputies, the Fire Chief or their designee of any fire protection district or administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.
- 7. Pursuant to Ordinance No. 20, any person who violates this Resolution commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars (\$500.00) for each separate offense and a fine of one thousand dollars (\$1,000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Resolution are subject to a surcharge of ten dollars (\$10.00) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30- 15-402, as amended, or as otherwise provided by law.
- 8. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid provision.
- 9. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2025 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 21st day of January 2025.

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. 2025-5**

**A RESOLUTION ESTABLISHING GUNNISON COUNTY AS A LOCAL AUTHORIZING AUTHORITY
FOR AMBULANCE SERVICES, ESTABLISHING AMBULANCE SERVICE AREAS, ADOPTING
GUNNISON COUNTY AMBULANCE LICENSING REGULATIONS AND REVOKING RESOLUTION
NO. 2018-13**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") pursuant to the authority granted in the Colorado Emergency Medical and Trauma Services Act, Colo. Rev.

Stat. § 25-3.5-101, et seq., previously adopted resolutions for the licensure and regulation of ambulance services and adopting ambulance licensing regulations; and

WHEREAS, on May 1, 2018, the Board adopted new regulations for ambulance licensing in Gunnison County through Resolution No: 2018-13, "A Resolution Adopting Gunnison County Ambulance Licensing Regulations and Repealing Previous Resolutions Pertaining to the Same," which was recorded in records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 2, 2018, bearing Reception No: 652053; and

WHEREAS, Senate Bill 22-225, adopted in June 2022, creates a regulatory and service system requiring ambulance services to obtain a state license; and

WHEREAS, Senate Bill 22-225 allows Gunnison County to opt-in to being a local authorizing authority for ambulance services; and

WHEREAS, Senate Bill 22-225 also allows Gunnison County to determine ambulance service areas within the County; and

WHEREAS, the Board wishes to act as the local authorizing authority for ambulance services within Gunnison County;

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

1. This Resolution, including the authorities and requirements set forth herein regarding ambulance services, shall be in full force and effect upon the adoption of the instant Resolution, and shall thereafter govern the management and procedures for ambulance services within Gunnison County.
2. The Board adopts the policy and procedures for the regulation of ambulance services and allowing for the establishment of ambulance service areas attached hereto as Appendix A.
3. The Board revokes its previous Resolution No: 2018-13.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 21st day of January 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 1/31/2025 thru 3/31/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
February 4, 2025, All Day @ BOCC Boardroom
2. [Joint Planning Commission and Board of County Commissioners Work Session](#)
February 4, 2025, 1:30 PM - 4:30 PM @ Planning Commission Meeting Room
Joint Planning Commission and Board of County Commissioners Work Session
3. [Continued Joint Public Hearing](#)
February 6, 2025, 8:45 AM - 12:00 PM @ BOCC Boardroom
Continued Joint Public Hearing for LUC-22-00028 Starview Major Impact - Agenda and Packet materials to be added
4. [BOCC Work Session](#)
February 11, 2025, All Day @ BOCC Boardroom
5. [BOCC Regular Meeting](#)
February 18, 2025, All Day @ BOCC Boardroom
6. [BOCC Work Session](#)
February 25, 2025, All Day @ BOCC Boardroom
7. [BOCC Regular Meeting](#)
March 4, 2025, All Day @ BOCC Boardroom
8. [Board of Adjustment and Joint Public Hearing for Planning Commission](#)
March 6, 2025, 8:45 AM - 12:00 PM @Planning Commission Meeting Room
Regular Planning Commission Meeting - Agenda and Packet materials to be added
9. [BOCC Work Session](#)
March 11, 2025, All Day @ BOCC Boardroom
10. [BOCC Regular Meeting](#)
March 18, 2025, All Day @ BOCC Boardroom
11. [BOCC Work Session](#)
March 25, 2025, All Day @ BOCC Boardroom

Gunnison County Organization

1. [Holiday - Washington's Birthday - Offices Closed](#)
February 17, 2025, All Day

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: First Amendment to Professional Services Agreement

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amendment to Agreement - CBS Accounting, LLC.

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 1/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") made effective 6th day of November 2024, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and CBS Accounting, LLC whose address is 303 East Dakota Drive, Grand Junction, CO 81507 (herein "Contractor").

RECITALS

1. Gunnison County and Contractor executed a Professional Services Agreement on October 30, 2024 ("Agreement") to provide professional services regarding Reconciling various cash accounts for the Finance Department for the months of January through September 2024 to the Agreement ("Services").
2. Gunnison County desires to modify this Scope of Work to authorize Contractor to perform additional services, such as extending reconciling various cash accounts for the Finance Department from October through December 2024. Additional compensation should not exceed \$3,500 and No/100 U.S. Dollars (\$195 per hour) by Contractor and to incorporate in the Agreement as is fully set forth therein.

AGREEMENT

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

Paragraph 1 of the Agreement, Services, is hereby amended to supplement the Services with those set forth above in Paragraph 2 of this Amendment and incorporate in the Agreement as is fully set forth shall control.

Paragraph 4 of the Agreement, Compensation, Bonus and Expenses, is hereby amended to increase compensation for additional Services by an additional amount not to exceed \$3,500.00 as described above in Paragraph 2 of this Amendment.

All the remaining terms, conditions, rights and responsibilities of and under the Agreement shall remain the same.

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

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____
Christine B. Stouder
CBS Accounting, LLC.
303 East Dakota Drive
Grand Junction, CO 81507

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 30th day of October, 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 CBSAccounting, LLC, whose address is 303 East Dakota Drive, Grand Junction, CO 81507 ("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 follows: Reconciling various cash accounts for the Finance Department for the months of January through September 2024. ("Services").

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on April 30, 2025, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Preparation for 2024 year-end 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 \$15,000.00 and No/100 U. S. Dollars (\$190.00 per hour) ("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. Comprehensive general liability insurance or the equivalent in an amount no less than Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) 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.
- b. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Ten Thousand and No/100 U.S. Dollars (\$10,000.00) for injury to one person in any single occurrence; and no less than One Million and No/100 U.S. Dollars (\$1,000,000.00) 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 Ten Thousand Dollars (\$10,000) for any injury to one person in any single occurrence, and One Million Dollars (\$1,000,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Ten Thousand Dollars (\$10,000)), 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: Gunnison County Finance
200 E. Virginia
Gunnison, Colorado 81230
Attn: Ana Canada, Interim Finance Director

Contractor: CBSAccounting, LLC.
303 East Dakota Drive
Grand Junction, CO 81507

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.

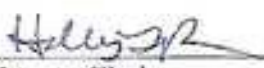
26. PUBLIC RECORD.

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.

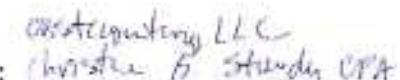
By: 
Matthew Birnie, County Manager

ATTEST:


Deputy Clerk



CONTRACTOR

By:  10/30/24
Christine B. Stouder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Eng

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Arbitrage Compliance Services for COP 2020

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 1/23/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

January 17, 2025



Ms. Ana Canada, Finance Director
Gunnison County, Colorado ("Issuer")
200 East Virginia Avenue
Gunnison, CO 81230

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #4.00

\$11,345,000.00 CERTIFICATES OF PARTICIPATION , SERIES 2020

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule, listed on page 2, to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the complexity of the issuance and the number of years included in the computation period. Each calculation includes a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to assist the Issuer comply with the IRS arbitrage compliance requirements. If we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7520.

Sincerely,

Arbitrage Compliance Specialists, Inc.

Nicole McKenna

Nicole McKenna, Vice President Client Relations

Please acknowledge acceptance of this engagement by signing, scanning and e-mailing this letter in its entirety to Arbitrage Compliance Specialists, Inc at Nicole@rebatebyacs.com.


Accepted by – Signature

Matthew Birnie
Print Name, Title
County Manager

1-17-25
Date

Bond Compliance Program Services:		Fees
05th Year Arbitrage Rebate Calculation ("Calculation Period"): 01/30/2020 to 01/30/2025		\$2,875.00

Arbitrage Rebate Calculation Services	
Preparation of IRS Form 8038-T and IRS Filing Instructions	\$395.00

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. The Issuer agrees to provide all necessary information for the debt issue as listed in this engagement letter ("Debt Issuance") within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
 - a. Issuer agrees to provide all necessary Debt Issuance documents to include, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
 - b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Debt Service, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
 - i. Running balance or at the least a monthly balance.
 - ii. Expenditures by date
 - iii. Earnings by date.
 - iv. Fair Market Value, if available, on the last day of the computation period.
 - v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
 - vi. Fixed Investment records are to include:
 1. Settlement Date
 2. Purchase Amount
 3. Accrued interest paid on settlement date
 4. Coupon Rate
 5. Maturity Date
 6. Maturity Amount
2. The Issuer agrees to notify ACS within 15 days after the Debt Issuance has been refunded or defeased.
3. The Issuer agrees to notify ACS of all debt issuances that are supported by common funds to include, but not limited to debt service and reserve funds.

Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.

2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding Amendment #2; Colorado

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins: Jan 1, 2023

Term Ends:

Grant Contract #:

Summary:

Colorado Department of Early Childhood MOU with Gunnison County for the provision of child care assistance program. This amendment extends the MOU for another year and eliminates the requirement for annual reaffirmation.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by:

Discharge Date: 1/17/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



Memorandum of Understanding Amendment #2
Between
The Colorado Department of Early Childhood
and
Gunnison and Hinsdale Counties Departments of Health and Human Services

This Amendment No. 2 (“Amendment”) is effective as of January 1, 2025 or upon the date of execution, whichever is later, and amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of Gunnison and Hinsdale Counties Departments of Health and Human Services (the “County”) on March 6, 2023.

The purpose of this Amendment is as follows:

- 1.) Extend the term of the contract by 1 year, and
- 2.) Eliminate the requirement for an annual reaffirmation.

Item 2. TERM in the Memorandum of Understanding shall be replaced with the following:

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2026. During the term, the MOU shall automatically renew on an annual basis unless either party gives written notice at least 90 days prior to July 1 of each year, with the MOU expiring on July 1 of that year if either party invokes this option.

By signing, both parties agree to the changes described in the body of this Amendment.

Signature: _____

Date: _____

Laura Puckett Daniels

Chair, Gunnison Board of County Commissioners

Gunnison and Hinsdale Counties Departments of Health and Human Services

Signature: _____

Date: _____

Mary Alice Cohen

Director, Office of Early Childhood

Colorado Department of Early Childhood



COLORADO
Department of Early Childhood

Routing Number 19905072

Memorandum of Understanding Amendment #1
Between
The Colorado Department of Early Childhood
and
Gunnison and Hinsdale Counties Board of Human Services

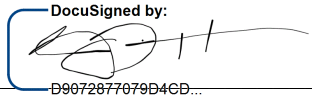
This Amendment No. 1 (“Amendment”) is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Gunnison and Hinsdale Counties Board of Human Services (the “County”) on February 7, 2023 (the “MOU”). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

Signatures

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

Signature:  DocuSigned by: _____ Date: 2/15/2024
D9072077079D4CD...

Jonathan Houck

Chair, Gunnison Board of County Commissioners

Gunnison and Hinsdale Counties Board of Human Services

Signature:  DocuSigned by: _____ Date: 2/15/2024
0FF5EBE8CC0D465...

Mary Alice Cohen

Chief Program Officer, Office of Program Delivery

Colorado Department of Early Childhood



COLORADO

Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Hinsdale and Gunnison Board of Human Services, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Hinsdale and Gunnison Board of Human Services (the “County”).

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

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

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

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

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

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

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

2. TERM

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

3. REQUIRED DUTIES OF THE COUNTY

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

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

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

4. DUTIES OF CDEC

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

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

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

reviews on a monthly basis

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

5. JOINT CDEC AND COUNTY DUTIES

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

6. REMEDIATION PLANS

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

regulation;

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

7. PENALTIES

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

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

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

performance problem.

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

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

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

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

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

10. DISCRETIONARY MATTERS

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

11. SEVERABILITY

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

12. INTEGRATION OF UNDERSTANDING

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

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

13. NO THIRD-PARTY BENEFICIARY

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

14. DISPUTE RESOLUTION

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

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

HINSDALE AND GUNNISON BOARD OF HUMAN SERVICES,



Chairman, Jonathan Houck

ATTEST:



County ^{Deputy} Clerk to the Board

Date: 2-7-2023



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement Amendment #1; CTGG1 QAAA 2025-2669

Action Requested: Other Request for Review and Approval

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Request for review and approval of amended contract for Community Based Substance Abuse Prevention funding.

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by:

Discharge Date: 1/16/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

STATE OF COLORADO GRANT AGREEMENT MODIFICATION

GRANT AGREEMENT AMENDMENT #1

State Agency

Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Current Agreement Maximum Amount

Initial Term

Federal Fiscal Year 2025 \$75,000
CTGG1 QAAA 2025-2669

Grantee

Gunnison County
220 N. Spruce Street
Gunnison, CO 81230

Extension Terms

None

Total for All State Fiscal Years \$75,000

Original Agreement Number

CTGG1 QAAA 2025-2669

Amendment Agreement Number

CTGG1 QAAA 2025-2669 A1

Agreement Performance Beginning Date

October 1, 2024

Current Agreement Expiration Date

September 30, 2025

Signature Page Begins on Next Page

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE
Gunnison County

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

By: Matthew Birnie, County Manager

By: Mary Alice Cohen, Chief Program Officer, Office of
Program Delivery

Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Laura Curnow, CDEC Controller

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

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

4. PURPOSE

Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care. This Amendment #1 shall amend Exhibits A, B, and C. There is no change to the total amount of funds for services in Federal Fiscal Year (FFY)25.

5. MODIFICATIONS

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

A. Exhibit A – Statement of Work

Exhibit A – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit A of the Original Agreement.

B. Exhibit B - Budget

Exhibit B – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit B of the Original Agreement.

C. Exhibit C - Additional Provisions

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

**Statement of Work
Gunnison County Health and Human Services
Community Based Child Abuse Prevention
(CBCAP)
CBCAP Implementation**

CDEC Program Contract Manager

- Katelyn Lammie - Katelyn.Lammie@state.co.us

Abbreviations

- CDEC - Colorado Department of Early Childhood
- SOW - Statement of Work
- FCCH - Family Childcare Home Providers
- FFN - Family, Friend and Neighbor

Glossary

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Introduction/Background

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024 our organization completed a Child Maltreatment Prevention plan in partnership with various family serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and expansion of child care options in our community.

Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined in the included work plan. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. In this work we plan to continue to engage key community partners on a regular basis in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs through the community-based child abuse prevention funding as well as work closely with community partners to expanded access to affordable child care options with an emphasis on summer child care.

Period of Performance

October 1, 2024 - September 30, 2025

Where Services Shall Be Performed

Colorado

Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The Gunnison County Health and Human Services Department shall regularly convene community partners to address the issues identified in Gunnison County’s child maltreatment prevention plan.				
	Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children’s school readiness and success.				
	Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.				
	Families with children ages 0-5 shall have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.				
Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2024 – September 30, 2025	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2024 – September 30, 2025	Early childhood service providers, parents, and community partners shall be invited and attend child maltreatment prevention leadership team meetings.	Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicators in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Data entry and annual reporting and evaluation are submitted according to the communicated timeline	As defined by programmatic instruction provided by CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Parenting courses that best respond to local needs and conditions to parents of children ages 0-14 in Gunnison County.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Work with key stakeholders to identify a parenting course that best responds to local needs and conditions and ensure that facilitators are trained to administer the course to fidelity.	October 1, 2024 – September 30, 2025	Parenting course is selected and staff is trained to offer course to fidelity.	Course selected and necessary training completed.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Marketing Materials for selected parenting course.	October 1, 2024 – September 30, 2025	Marketing materials to promote selected parenting course shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two parenting courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents Course facilitators	Personnel Contractors/Consultants
Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Organize summer childcare planning meeting with community partners.	Upon execution – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	Upon execution – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

SCHEDULE/MILESTONES

- Gunnison County DHHS shall hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30, 2025
- Gunnison County DHHS shall serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS shall offer at least 2 Parenting Courses by September 30, 2025.
- Gunnison County DHHS shall offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County shall increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS shall provide outreach, education and support services to increase the number of licensed home providers. Supporting at least 3 individuals through the family child care home licensing process by September 30, 2025.

ACCEPTANCE CRITERIA

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



Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County	Program Contact Name, Title Phone Email	Lana Athey- Early Childhood Services Supervisor 970-642-4667 lathey@gunnisoncounty.org		
Budget Period	October 1, 2024 - September 30, 2025	Fiscal Contact Name, Title Phone Email	Jody Wise - Accountant 970-641-7679 jwise@gunnisoncounty.org		
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation				
Expenditure Categories					
Personnel Services - Salaried Employees					FFY 2025
Position Title	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work including Parents as Teachers and Love and Logic. Supervision of parent facilitators, responsible for regular convening of community stakeholder, support with grant reporting and spending.	\$ 98,440.00	\$ 22,620.00	10.00%	\$ 12,106.00
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work. Supervision of resource navigator positions, responsible for regular convening of stakeholder, and support with grant reporting and spending	\$ 85,162.00	\$ 33,694.00	10.00%	\$ 11,886.00
Early Childhood Resource Navigator	Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. Outreach to afterschool and summer child care programs to better coordinate services to support families.	\$ 61,526.00	\$ 8,840.00	10.00%	\$ 7,037.00
Health Navigator Bilingual	Provides interpretation and translation support to clients. Regular attendance at child maltreatment prevention leadership team meetings.	\$ 64,001.00	\$ 5,000.00	10.00%	\$ 6,900.00
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	\$ 60,406.00	\$ 5,000.00	25.00%	\$ 16,352.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00
Parenting Education Series Facilitator	English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$ 60,406.00	\$ 5,000.00	2.60%	\$ 1,701.00
Parenting Education Series Facilitator	Bilingual Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$ 60,406.00	\$ 5,000.00	1.85%	\$ 1,210.00
Total Personnel Services (including fringe benefits)					\$ 58,893
Contractors/Consultants (payments to third parties or entities)					FFY 2025
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	1 Bilingual Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$2,002	\$2,002	\$0	
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	\$9,000	\$9,000	\$0	
Office/Meeting Supplies	Supplies for offices and meeting	\$200	\$200	\$0	
Total Contractors/Consultants		\$11,202	\$11,202	\$0	
Travel					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
Travel	Mileage @ County Reimbursable rate, Lodging , per diem	\$250			
Total Travel					\$250
Supplies & Operating Expenses					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
Computer	.55 of 1 computer @ \$3,000	\$1,655			
Subtotal					\$1,655
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)					
Crisis and Respite Care Emergency funding	costs to support emergency childcare 6 families x 1 months of support x \$500	\$3,000			
Subtotal Items removed from MTDC					\$3,000
Total Supplies & Operating Expenses					\$4,655

Training and Technical Assistance		FFY 2025
Item	Description of Item	Total Amount Requested from CDEC
	No costs in this category shall be reimbursed by CDEC.	\$0
Total Training and Technical Assistance		\$0
TOTAL DIRECT COSTS		\$75,000
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$72,000
Indirect Costs		FFY 2025
Item	Description of Item	Total Amount Requested from CDEC
Indirect Costs	No costs in this category shall be reimbursed by CDEC.	\$0
Total Indirect		\$0
TOTAL		\$75,000

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A.** The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
 - i.** Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
 - ii.** Link to [Vendor Invoice Guidance](#)
 - iii.** For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv.** For invoice issues, please contact CDEC_Invoicing@state.co.us.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D.** IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall



Exhibit C – Amendment #1

review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

- E.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.
- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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



the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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



12. GIFT CARDS

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Early Childhood	Grant Amount Initial Term Federal Fiscal Year 2025 \$75,000 CTGG1 QAAA 2025-2669 Extension Terms None Maximum Amount for All Fiscal Years \$75,000
Grantee Gunnison County 220 N. Spruce Street Gunnison, CO 81230 Grantee UEI NSN9FAGKEDJ9	
Grant Issuance Date The later of October 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Authority Authority to enter into this Contract exists in: 26-1-111 C.R.S. Procurement Method: Request for Proposals (RFP) Solicitation Number: RFA QAAA 2024000068	Options The State shall have the following options if indicated with "Yes," as further described in §2.B and §5.F: Option to Extend Term per §2.B: Yes Option to Increase or Decrease Maximum Amount per §5.F: Yes
Grant Purpose Gunnison County shall engage key community partners regularly in child maltreatment prevention leadership team meetings and offer various parenting education programs working closely with community partners to expand access to affordable childcare options, emphasizing summer child care.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: - Exhibit A – Statement of Work - Exhibit B – Budget - Exhibit C - Additional Provisions - Exhibit D - HIPAA Business Associate Agreement - Exhibit E - Supplemental Provisions for Federal Awards - Exhibit F – Sample Option Letter In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: - Exhibit E – Supplemental Provisions for Federal Awards - Exhibit D, HIPAA BAA - Exhibit C, Additional Provisions - The provisions of the other sections of the main body of this Grant. - Exhibit A, Statement of Work. - Exhibit B, Budget. - Exhibit F – Sample Option Letter	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE Gunnison County Signed by:  DE57D9FBAE8C463 By: Matthew Birnie, County Manager Date: <u>9/27/2024</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director DocuSigned by:  DB0353E9B302434 By: Jeanni Stefanik, Chief Financial Officer Date: <u>9/27/2024</u>
2nd State or Grantee Signature if Needed By: Name & Title of Person Signing for Signatory Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  1BACFE9336394E2 By: Laura Curnow, CDEC Controller 9/27/2024 Effective Date: _____	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Except as stated in §2.C, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §13, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the

public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

E. **Grantee's Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Department of Health and Human Services Administration for Children and Families is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars

A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. **Federal Recovery**

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for

any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Agreement show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Agreement.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy

for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State 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. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for

the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit ___ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit ___ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 Contract 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.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the

Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level

AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.



Statement of Work (SOW)

Community Based Child Abuse Prevention (CBCAP)

Gunnison County Health and Human Services

CDEC Program Manager – Katelyn Lammie – Katelyn.Lammie@state.co.us

Introduction/Background

The Colorado Department of Early Childhood (CDEC) ensures the delivery of a comprehensive, community-informed, data-driven, high-quality, and equitable early childhood system that supports the care, education, and well-being of all of Colorado’s young children, their families, and early childhood professionals in all settings.

Local plan development and implementation is supported by Community-Based Child Abuse Prevention funding established by Title II of the Child Abuse Prevention and Treatment Act (CAPTA), most recently reauthorized in 2010. The purpose of the CBCAP funding is:

- To support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent child abuse and neglect and to support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect; and,
- To foster understanding, appreciation, and knowledge of diverse populations to effectively prevent and treat child abuse and neglect.

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally competent advocacy, prevention, protection, and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024, our organization completed a Child Maltreatment Prevention plan in partnership with various family-serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and the expansion of childcare options in our community.

Scope of Work

Gunnison County Department of Health and Human Services shall lead the work outlined. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. We plan to continue to engage key community partners regularly in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs and work closely with community partners to expand access to affordable childcare options, emphasizing summer child care.



Period of Performance

October 1, 2024 – September 30, 2025

Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The Gunnison County Health and Human Services Department shall regularly convene community partners to address the issues identified in Gunnison County’s child maltreatment prevention plan.				
	Parents have an increased knowledge of early childhood development and improve positive parenting practices, resulting in improved parent, child, and family health and well-being and an increase in children’s school readiness and success.				
	Increase the number and percentage of children accessing licensed childcare, emphasizing summer childcare.				
	Families with children ages 0-5 shall have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers and licensed family childcare home providers.				
Key Activity A: Hold quarterly child maltreatment prevention leadership team meetings.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	October 1, 2024 – September 30, 2025	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Include early childhood service providers, parents, community partners in child maltreatment prevention leadership meetings and functions	October 1, 2024 – September 30, 2025	Early childhood service providers, parents, and community partners shall be invited and attend child maltreatment prevention leadership team meetings.	Meeting notes and attendance records. Sustained collaboration with all stakeholders.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel



COLORADO
Department of Early Childhood

Exhibit A

Key Activity B: Ongoing Child Maltreatment Prevention Planning and Reporting					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Child Maltreatment Prevention (CMP) plan annually to best respond to local needs and conditions.	October 1, 2024 – September 30, 2025	Community-wide child maltreatment prevention plan updated annually	Documented changes year-to-year	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annual accountability measurements defined in the child maltreatment prevention plan	October 1, 2024 – September 30, 2025	Progress on identified activities in CMP plan	As defined by short and long-term indicators in CMP plan	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity C: Provide Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education to additional families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide Parents as Teachers (PAT), an evidence-based home visiting model providing comprehensive parenting education	October 1, 2024 – September 30, 2025	Reach at least 75% capacity for families served in the PAT program and begin home visiting sessions with families.	Tracking of participating families in PAT services	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Ensure families enrolled in the PAT program are connected with other community resources and supports.	October 1, 2024 – September 30, 2025	Track how many families are linked to other community resources and supports	Total number of families connected to other community resources and supports	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity D: Offer Love and Logic courses to parents of children ages 0-8 in Gunnison County.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Create Marketing Materials and Advertise for Love and Logic Courses	October 1, 2024 – September 30, 2025	Marketing materials to promote Love and Logic courses shall be created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two Love and Logic courses shall be offered in the community,	October 1, 2024 – September 30, 2025	Two parenting course series shall be offered in the community, one in English and one in Spanish	Courses are offered and 8-15 parents shall complete each course. Parents shall complete course evaluation form at the end.	Clinical Nurse Manager Parents as Teachers facilitator	Personnel Contractors/Consultants



COLORADO
Department of Early Childhood

Exhibit A

Key Activity E: Offer 8 parenting education workshops to parents of children ages 0-11 throughout the year					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold planning meetings to organize community parenting workshops	October 1, 2024 – September 30, 2025	Topics for each monthly parenting workshop are identified	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	October 1, 2024 – September 30, 2025	Marketing materials to promote parenting workshops are created in English and Spanish	Marketing materials shall be distributed to community partners including the school district, early childhood programs, faith-based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer 8 Parenting Workshops throughout the school year	October 1, 2024 – September 30, 2025	In collaboration with community partners, at least 8 parenting workshops are offered throughout the year	Marketing/workshop materials Attendance records Parent feedback and evaluation	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Key Activity F: Collaborate with community partners to explore opportunities to increase the availability of summer childcare.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Organize summer childcare planning meeting with community partners.	October 1, 2024 – September 30, 2025	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	October 1, 2024 – September 30, 2025	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel



COLORADO
Department of Early Childhood

Exhibit A

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Key Activity G: Provide technical assistance and support to current and potential Family Childcare Home Providers (FCCH).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regularly connect current and potential FCCH providers to supports available to them, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	October 1, 2024 – September 30, 2025	FCCH providers have increased knowledge of available resources	Track the number of FCCH-given information on available resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Provide technical assistance to current and potential FCCH providers as they undergo the licensing process in their community.	October 1, 2024 – September 30, 2025	FCCH are successful in completing the licensure process	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity H: Regularly outreach to Family, Friend, and Neighbor (FFN) providers to connect them to trainings and other available resources.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to FFN providers	October 1, 2024 – September 30, 2025	Increase in the number of FFN caregivers that have been connected to trainings and resources	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	October 1, 2024 – September 30, 2025	Outreach materials to promote FFN and FCCH programs available in the community in English and Spanish.	Marketing materials created, translated, and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

**Exhibit A**

Key Activity I: Shall monitor performance on deliverables and engage in continuous quality improvement					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Complete data entry and annual reporting requirements as required by CDEC	October 1, 2024 – September 30, 2025	Comply with CDEC data reporting requirements	Compliance with data entry and reporting requirements	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend all regularly scheduled meetings with CDEC	October 1, 2024- September 30, 2025	Participation at regularly scheduled meetings	Attendance	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Attend the Colorado Family and Communities Biennial Conference and Biennial Program Meeting	Yearly	Attendance and active participation at biennial professional development opportunities	Internal tracking of attendance. Submitted to CDEC upon request	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel/ Operating
Invoices	Monthly	Invoices submitted monthly to CDEC	Shall submit invoices as outlined in the contract	Finance	Personnel/Operating

Schedule/Milestones

- Gunnison County DHHS shall hold 6 Child Maltreatment Prevention Leadership Team meetings by September 30, 2025
- Gunnison County DHHS shall serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS shall offer at least 2 Love and Logic Sessions by September 30, 2025.
- Gunnison County DHHS shall offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025, Gunnison County shall increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS shall provide outreach, education and support services to increase the number of licensed home providers. Support at least 3 individuals through the family child care home licensing process by September 30, 2025.

Acceptance Criteria

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



Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	October 1, 2024 - September 30, 2025
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation RFA

Program Contact Name, Title Phone Email	Lana Athey- Early Childhood Services Supervisor 970-642-4667 lathey@gunnisoncounty.org
Fiscal Contact Name, Title Phone Email	Jody Wise - Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					FFY 2025
Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work	\$98,440	\$22,620	10.00%	\$12,106
Early Childhood Services Supervisor	Oversees the implementation of the grant scope of work.	\$85,162	\$33,694	10.00%	\$11,886
Early Childhood Resource Navigator	Provides support to family child care homes as well as	\$61,526	\$8,840	10.00%	\$7,037
Health Navigator Bilingual	Provides interpretation and translation support to	\$64,001	\$5,000	10.00%	\$6,900
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	\$60,406	\$5,000	25.00%	\$16,352
Total Personnel Services (including fringe benefits)					\$54,281
Contractors/Consultants (payments to third parties or entities)					FFY 2025
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
Parenting Support Facilitator - Parenting Education Series and Monthly Parenting workshops	2 Bilingual and 2 English speaking Parenting Education Series and Monthly Parent Workshop facilitators putting on a total of 2 courses per year	\$6,614	\$6,614	\$0	
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	\$9,000	\$9,000	\$0	
Total Contractors/Consultants		\$15,614	\$15,614	\$0	
Travel					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
Travel	Mileage, lodging, per diem	\$250			
Total Travel					\$250
Supplies & Operating Expenses					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
Computer	1 computer for staff	\$1,655			
Office Supplies	Supplies for meetings, workshops, classes	\$200			
Subtotal					\$1,855
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)					
Crisis and Respite Care Emergency funding	Costs to support monthly emergency childcare for families	\$3,000			
Subtotal Items removed from MTDC					\$3,000
Total Supplies & Operating Expenses					\$4,855
Training and Technical Assistance					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
	No costs in this category shall be reimbursed by CDEC	\$0			
Total Training and Technical Assistance					\$0
TOTAL DIRECT COSTS					\$75,000
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$72,000
Indirect Costs					FFY 2025
Item	Description of Item	Total Amount Requested from CDEC			
	No costs in this category shall be reimbursed by CDEC	\$0			
Total Indirect					\$0
TOTAL					\$75,000

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



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Exhibit C

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



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Exhibit C

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.



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Exhibit C

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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



HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.



3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

**Exhibit D**

- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.



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k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.



Exhibit D

- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
 - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
 - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.



Exhibit D

- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
 - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction

**Exhibit D**

infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.



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- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.



APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.



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EXHIBIT E - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Gunnison County**;
- ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
- iii. The Federal Award Identification Number (FAIN) is **2203COBCAP**;
- iv. The Federal award date is **06/28/2023**;
- v. The subaward period of performance start date is **10/01/2024** and end date is **09/30/2025**;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY25	\$75,000	\$75,000	\$75,000

- vii. Federal award project description: **Community-Based Child Abuse Prevention Grants**;
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Christy Scott; Division of Community and Family Support Director; christy.scott@state.co.us; 720-595-8903**.
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.590**, name is **Community-Based Child Abuse Prevention Grants**, and dollar amount is **\$1,470,735.00**;
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the General Provisions and Exhibit A – Statement of Work.
 - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – the Statement of Work, Exhibit C- Additional Provisions**.
 - 4) Subrecipient’s approved indirect cost rate is **CDEC negotiated rate of 0%**.

- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

If a box below is checked, the accompanying provision applies.

- i. ☒ Subrecipient is not required to provide matching funds.
- ii. ☐ Subrecipient shall provide matching funds as stated in **insert reference to exhibit that contains match information.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;
 - 1.1.1.1.9. Food commodities;
 - 1.1.1.1.10. Direct appropriations;
 - 1.1.1.1.11. Assessed and voluntary contributions; and

- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. 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.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives 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 § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;

- 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 7.1.1.3. Subrecipient parent's organization DUNS Number;
- 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). 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.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with 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).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount	Option Agreement Number
Initial Term	Insert CMS number or Other Agreement Number of this Option
State Fiscal Year 20xx \$0.00	Agreement Performance Beginning Date Month Day, Year
Extension Terms	
State Fiscal Year 20xx \$0.00	Current Agreement Expiration Date Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Early Childhood
Lisa Roy, Ed.D, Executive Director

By: Name & Title of Person Signing for Agency or IHE

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Laura Curnow, CDEC Controller

Option Effective Date:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Agreement; AIP Project No. 3-08-0030-065-

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Oldcastle SW Group, Inc dba United Companies

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement with United Companies to be the contractor for schedule 1, rehabilitate taxiway connectors A4-A8. Project start date anticipated late spring 2025.

Fiscal Impact: \$2,284,960.00 - FAA share: 95%, Local: 2.5%, CDOT 2.5%

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:



Required



Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/22/2025

County Attorney Review:



Required



Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025



Consent Agenda



Regular Agenda



Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

CONTRACT AGREEMENT

**Gunnison - Crested Butte Regional Airport
Gunnison, Colorado
AIP PROJECT NO. 3-08-0030-065-2024**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Gunnison County, Party of the First Part, hereinafter referred to as the "Owner", and Oldcastle SW Group, Inc dba United Companies Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Schedule 1, Rehabilitate Taxiway Connectors A4-A8 and other incidental work at the Gunnison - Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 26 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$2,300.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to \$2,300.00/calendar day(s) for the construction manager plus up to \$2,300.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME. Update Specific LDs and titles per each project.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Gunnison County in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the Tabor Amendment (Colorado Constitution, Article X, Sec. 20). Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-08-0030-065-2024 thereof to be Two million, , two hundred eighty four thousand, nine hundred sixty dollars and no cents (\$ 2,284,960.00).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

Oldcastle SW Group, Inc dba United Companies

By: 

By: _____

Kyle Alpha, President

(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: 

ATTEST: _____

Thomas Feil, Assistant Secretary

(Office or Position of Signer)

(Office or Position of Signer)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Policy Statement; Disadvantaged Business Enterpris

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the U.S. Department of Transportation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Policy statement to ensure that DBEs have an equal opportunity to receive and participate in DOT assisted contracts.

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/29/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/31/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/31/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Gunnison-Crested Butte Regional Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Gunnison-Crested Butte Regional Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Gunnison-Crested Butte Regional Airport has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Gunnison-Crested Butte Regional Airport to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also Gunnison-Crested Butte Regional Airport policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Airport Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Gunnison-Crested Butte Regional Airport in its financial assistance agreements with the Department of Transportation. Gunnison-Crested Butte Regional Airport has disseminated this policy statement to the Airport Manager and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on Gunnison-Crested Butte Regional Airport DOT-assisted contracts. The distribution was accomplished by posting on airport website.

Chairman, Board of County Commissioners

Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

Gunnison-Crested Butte Regional Airport is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

Gunnison-Crested Butte Regional Airport will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7 Non-discrimination Requirements

Gunnison-Crested Butte Regional Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Gunnison-Crested Butte Regional Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to DOT

Gunnison-Crested Butte Regional Airport will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

Gunnison-Crested Butte Regional Airport will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Part 26. Gunnison-Crested Butte Regional Airport will similarly report the required information about participating DBE

firms. All reporting for this purpose will be done through the FAA's designated reporting system.

Bidders List

Gunnison-Crested Butte Regional Airport will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Gunnison-Crested Butte Regional Airport will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc) rather than requesting an exact figure from the firm.

Gunnison-Crested Butte Regional Airport will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Gunnison-Crested Butte Regional Airport will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Gunnison-Crested Butte Regional Airport will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The Colorado Department of Transportation for the Colorado Unified Certification Program (UCP) established pursuant to § 26.81 must report to DOT's Departmental Office of Civil Rights each year, the following information:

- The number and percentage of in-state and out-of-state DBE certifications by gender and ethnicity (Black American, Asian-Pacific American, Native

American, Hispanic American, Subcontinent-Asian Americans, and non-minority);

- The number of DBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible
- The number of decertified firms:
 - Total in-state and out-of-state firms decertified
 - Names of in-state and out-of-state firms decertified because Socially and Economically Disadvantaged Owner (SEDO) exceeded the personal net worth cap
 - Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
- The number of in-state and out-of-state firms summarily suspended
- The number of in-state and out-of-state applications received for an individualized determination of social and economic disadvantaged status
- The number of in-state and out-of-state firms certified whose owner(s) made an individualized showing of social and economic disadvantaged status

Gunnison-Crested Butte Regional Airport will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, Gunnison-Crested Butte Regional Airport will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of Gunnison-Crested Butte Regional Airport financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances Recipients and Contractors Must Make

Gunnison-Crested Butte Regional Airport has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement Gunnison-Crested Butte Regional Airport signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Gunnison-Crested Butte Regional Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Gunnison-Crested Butte Regional Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Gunnison-Crested Butte Regional Airport DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this

agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Gunnison-Crested Butte Regional Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: Gunnison-Crested Butte Regional Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Gunnison-Crested Butte Regional Airport is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

Gunnison-Crested Butte Regional Airport is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Gunnison-Crested Butte Regional Airport is in compliance with it and Part 26. Gunnison-Crested Butte Regional Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. Gunnison-Crested Butte Regional Airport does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Gunnison-Crested Butte Regional Airport:

Rick Lamport
Airport Manager
519 West Rio Grande
Gunnison, CO 81230
970-642-7388
RLamport@gunnisoncounty.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Gunnison-Crested Butte Regional Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Manager concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
3. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
4. Analyzes Gunnison-Crested Butte Regional Airport progress toward attainment and identifies ways to improve progress.
5. Participates in pre-bid meetings.
6. Determine contractor compliance with good faith efforts.
7. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
8. Maintains the agency's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of Gunnison-Crested Butte Regional Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

We have researched the local area telephone book and newspapers for advertisements by DBE Financial Institutions. To date, we have found no DBE Financial Institutions.

Availability of such institutions will be investigated on an annual basis.

Section 26.29 Prompt Payment Mechanisms

Gunnison-Crested Butte Regional Airport requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the Gunnison-Crested Butte Regional Airport established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Gunnison-Crested Butte Regional Airport.

Gunnison-Crested Butte Regional Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Gunnison-Crested Butte Regional Airport has selected the following method to comply with this requirement:

1. Gunnison-Crested Butte Regional Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Gunnison-Crested Butte Regional Airport payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, Gunnison-Crested Butte Regional Airport includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

Prompt Payment Monitoring for DBEs and Non-DBEs

Gunnison-Crested Butte Regional Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Gunnison-Crested Butte Regional Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- *The contractor shall identify on each pay application, submitted to the Owner, the amount being paid to the subcontractor. Each subcontractor shall be identified by name, amount requested for payment, DBE status (if applicable), and DBE Classification (if applicable) Use of an automated system that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitoring that system*
- *Prior to the release of any final payment or release of retainage, the prime contractor must submit Waivers of Lien for all subcontractors used on the project to certify that all subcontractors have been paid in full. Should a prime contractor, not be able to supply these Waiver of Lien, the final request will be denied and not recommended to the FAA for release of funds. No final payments or release of retainage shall be made until all closeout documents have been received, and all prompt payment disputes have been resolved.*

Gunnison-Crested Butte Regional Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Gunnison-Crested Butte Regional Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Gunnison-Crested Butte Regional Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- Gunnison-Crested Butte Regional Airport proactively reviews contract payments to subcontractors including monthly basis. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Gunnison-Crested Butte Regional Airport by the prime contractor.

Prompt Payment Dispute Resolution

Gunnison-Crested Butte Regional Airport will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

Should a subcontractor dispute arise, The Sponsor will conduct meetings to ensure the subcontractors, DBE and Non-DBE, are being paid within the allotted time frame as stated in the DBE program above. Should prime contractor refuse to pay, upon completion of the meeting, the Sponsor will relay upon the retainage option chose in the contract, until all payments have been released.

Gunnison-Crested Butte Regional Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage

To ensure prompt payments, and all subcontractor retainage has been paid, the Sponsor requires a certified Waiver of Lien to be submitted, for all DBE and Non-DBE subcontractors, to be prior to the release of all final payments and retainage. The Sponsor will not release, nor recommend release of FAA federal funds, until all waivers of lien have been submitted.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by Gunnison-Crested Butte Regional Airport to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Gunnison-Crested Butte Regional Airport provides appropriate means to enforce the requirements of § 26.29. These means include:

Should a prime contractor be found in non-compliance with the prompt payment requirements, the Sponsor shall enforce any of the following steps, as deemed necessary to ensure all prompt payment to all subcontractors:

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor*
- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met*
- *Other penalties for failure to comply, up to and including contract termination (specify these penalties clearly)*

Gunnison-Crested Butte Regional Airport will actively implement the enforcement actions detailed above.

Section 26.31 Directory of Certified Firms

Gunnison-Crested Butte Regional Airport is a *non-certifying* member of the Colorado Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
 1. Physical location
 2. NAICS code(s)
 3. Work descriptions
 4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Gunnison-Crested Butte Regional Airport has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Gunnison-Crested Butte Regional Airport has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37 Monitoring Responsibilities

Gunnison-Crested Butte Regional Airport implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

Gunnison-Crested Butte Regional Airport actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by:

- When multiple projects are scheduled for the year, and it appears the goal may not be achieved in one project the Gunnison-Crested Butte Regional Airport will actively solicit business entities in the surrounding communities to promote DBE participation on upcoming projects.

This mechanism to maintain a running tally of overall goal attainment will be used to inform Gunnison-Crested Butte Regional Airport decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

Gunnison-Crested Butte Regional Airport actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained by:

- The contractor shall identify on each pay application, submitted to the Owner, the amount being paid to the subcontractor. Each subcontractor shall be identified by name, amount requested for payment, DBE status (if applicable), and DBE Classification (if applicable)
- Prior to the release of any final payment or release of retainage, the prime contractor must submit Waivers of Lien for all subcontractors used on the project to certify that all subcontractors have been paid in full. Should a prime contractor, not be able to supply these Waiver of Lien, the final request will be denied and not recommended to the FAA for release of funds. No final payments or release of retainage shall be made until all closeout documents have been received, and all prompt payment disputes have been resolved

These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

Gunnison-Crested Butte Regional Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award

or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by Resident Engineer Representative. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and any other supporting documents necessary to determine the business is performing a commercially useful function.

Contracting records are reviewed by Gunnison-Crested Butte Regional Airport Engineering Consultant, and Resident Engineer Representative. Gunnison-Crested Butte Regional Airport will require prime contractors provide copies of subcontracts for review. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are not present, and to confirm the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. Gunnison-Crested Butte Regional Airport will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39 Fostering Small Business Participation

Gunnison-Crested Butte Regional Airport has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. Gunnison-Crested Butte Regional Airport acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Gunnison-Crested Butte Regional Airport does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Gunnison-Crested Butte Regional Airport will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Gunnison-Crested Butte Regional Airport will submit its Overall Three-year DBE Goal to *FAA* by August 1st of the year in which the goal is due, as required by the schedule established by *FAA*.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Gunnison-Crested Butte Regional Airport does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Gunnison-Crested Butte Regional Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Gunnison-Crested Butte Regional Airport will use *a Bidders List, , DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45* as a method to determine the base figure. Gunnison-Crested Butte Regional Airport understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Gunnison-Crested Butte Regional Airport will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Gunnison-Crested Butte Regional Airport market.

In establishing the overall goal, Gunnison-Crested Butte Regional Airport will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on

opportunities for DBEs, and the efforts by Gunnison-Crested Butte Regional Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before Gunnison-Crested Butte Regional Airport is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Gunnison-Crested Butte Regional Airport engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Gunnison-Crested Butte Regional Airport will publish a notice announcing the proposed overall goal before submission to the *FAA* on August 1st. The notice will be posted on Gunnison-Crested Butte Regional Airport official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by *FAA*, the revised goal will be posted on Gunnison-Crested Butte Regional Airport official internet web site.

Project Goals

If permitted or required by the *FAA*, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Gunnison-Crested Butte Regional Airport understands that prior *FAA* concurrence with the overall goal is not required. However, if the *FAA* review suggests that the overall goal has not been correctly calculated or that the method employed by Gunnison-Crested Butte Regional Airport for calculating goals is inadequate, *FAA* may, after consulting with Gunnison-Crested Butte Regional Airport, adjust the overall goal or require that the goal be adjusted by Gunnison-Crested Butte Regional Airport. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to meet overall goals

Gunnison-Crested Butte Regional Airport cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Gunnison-Crested Butte Regional Airport fails to administer its DBE program in good faith.

Gunnison-Crested Butte Regional Airport understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Gunnison-Crested Butte Regional Airport understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) Gunnison-Crested Butte Regional Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to *FAA* upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

Gunnison-Crested Butte Regional Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities,

specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Gunnison-Crested Butte Regional Airport will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of *the Federal share of a DOT-assisted contract*.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

Gunnison-Crested Butte Regional Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).

- f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
- (4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by Gunnison-Crested Butte Regional Airport . This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor Gunnison-Crested Butte Regional Airport will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Gunnison-Crested Butte Regional Airport will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Gunnison-Crested Butte Regional Airport solicits proposals to design and build a project with minimal project details at time of letting, Gunnison-Crested Butte Regional Airport may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Gunnison-Crested Butte Regional

Airport will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Gunnison-Crested Butte Regional Airport and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Gunnison-Crested Butte Regional Airport will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Gunnison-Crested Butte Regional Airport will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 10 days of being informed by Gunnison-Crested Butte Regional Airport that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Matthew Bernie
Gunnison County Administration
200 E. Virginia Avenue
Gunnison, CO 81230
Phone: 970-641-0248
mbirnie@gunnisoncounty.org

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

Gunnison-Crested Butte Regional Airport will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that

Gunnison-Crested Butte Regional Airport deems appropriate if the prime contractor fails to comply with the requirements of this section.

Gunnison-Crested Butte Regional Airport will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Gunnison-Crested Butte Regional Airport will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless Gunnison-Crested Butte Regional Airport causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Gunnison-Crested Butte Regional Airport will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Gunnison-Crested Butte Regional Airport written consent as provided in § 26.53(f); and
- (2) Unless Gunnison-Crested Butte Regional Airport consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Gunnison-Crested Butte Regional Airport may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) Gunnison-Crested Butte Regional Airport has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Gunnison-Crested Butte Regional Airport written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that Gunnison-Crested Butte Regional Airport determines compels the termination of the DBE subcontractor;

Before transmitting to Gunnison-Crested Butte Regional Airport the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Gunnison-Crested Butte Regional Airport sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising Gunnison-Crested Butte Regional Airport and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why Gunnison-Crested Butte Regional Airport should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Gunnison-Crested Butte Regional Airport may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If Gunnison-Crested Butte Regional Airport requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. Gunnison-Crested Butte Regional Airport shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects **only**, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Gunnison-Crested Butte Regional Airport is a non-certifying member of the Colorado Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Colorado UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Colorado UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Colorado Department of Transportation
Region 3 Civil Rights Office
Karl Lehmann
Region Civil Rights Manager
222 S. 6th St., Room 317
Grand Junction, CO 81501
970-683-6211
karl.lehmann@state.co.us
<https://www.codot.gov/business/civilrights>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full Colorado UCP agreement. The full UCP agreement can be found at: [Colorado Unified Certification Program](#)

Section 26.81 Unified Certification Programs

Gunnison-Crested Butte Regional Airport is a member of a Unified Certification Program (UCP) administered by *CDOT*. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.91 Actions Following DOT Certification Appeal Decisions

If Gunnison-Crested Butte Regional Airport is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to *[Recipient]*

Gunnison-Crested Butte Regional Airport understands that if it fails to comply with any requirement of this part, Gunnison-Crested Butte Regional Airport may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Gunnison-Crested Butte Regional Airport understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs

The provisions of this section apply to enforcement actions under FHWA and FTA programs. ONLY paragraph (2) of this section is also applicable in FAA programs.

- (1) *Compliance reviews.* The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

Section 26.105 Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Gunnison-Crested Butte Regional Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Gunnison-Crested Butte Regional Airport understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

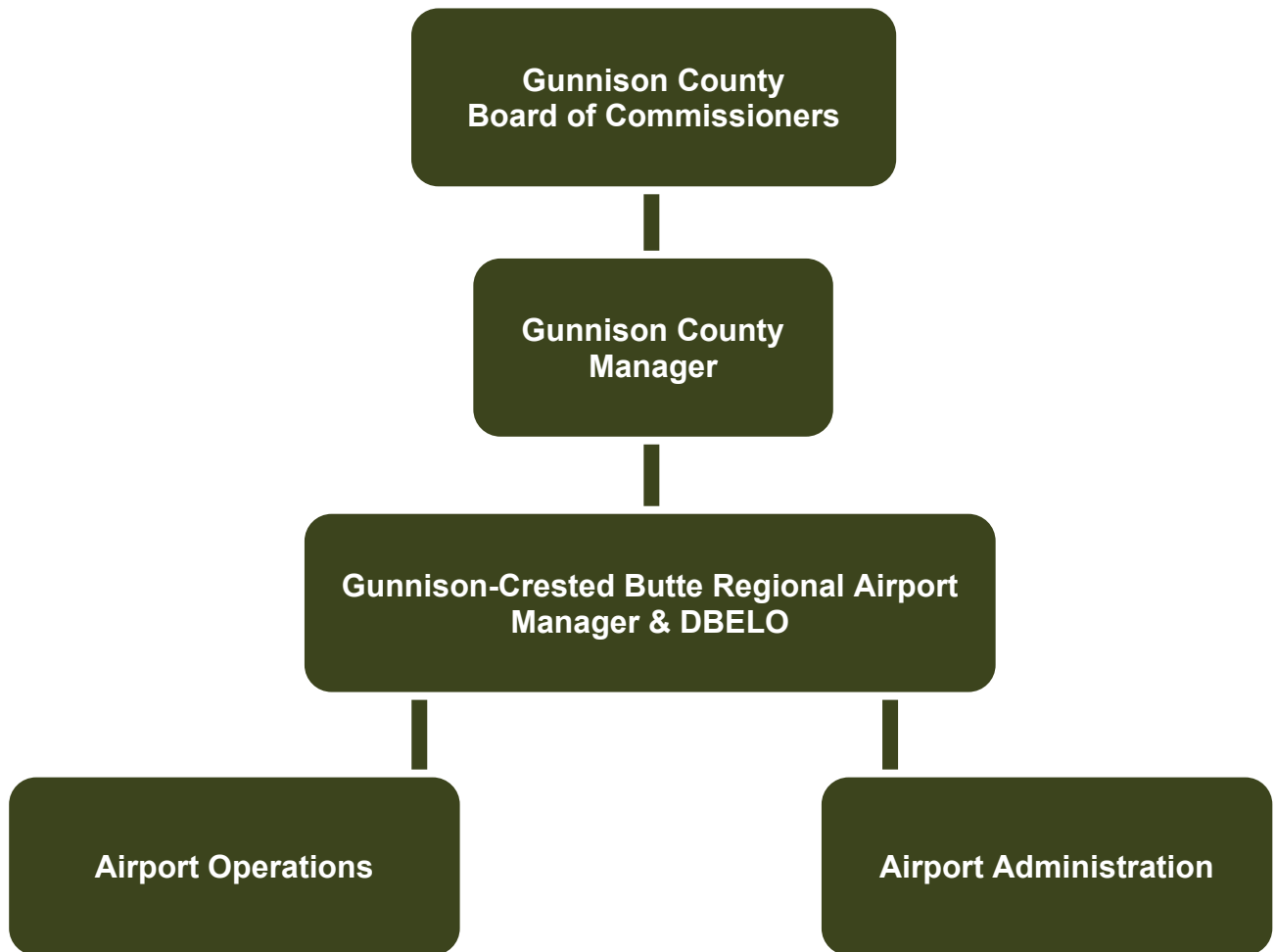
- Attachment 1 Regulations: Link to 49 CFR Part 26 (eCFR)
- Attachment 2 Organizational Chart
- Attachment 3 Bidders List Collection Form
- Attachment 4 Link to UCP Directory of Certified Firms
- Attachment 5 Overall Goal Methodology
- Attachment 6 Demonstration of Good Faith Efforts Forms
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 Link to Certification Application Form and Personal Net Worth Statement
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

ATTACHMENT 1

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

ATTACHMENT 2
ORGANIZATIONAL CHART



ATTACHMENT 3

[EXAMPLE] Bidders List Collection Form

Bidder's List Collection Form

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Black American ☐ Hispanic American ☐ Asian-Pacific American ☐ Subcontinent Asian American ☐ Native American ☐ Non-minority Woman ☐ Other	☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

ATTACHMENT 4

Colorado UCP Directory may be found here:

[https://coucp.dbesystem.com/FrontEnd/SearchCertifiedDirectory.asp?TN=coucp
&XID-6176](https://coucp.dbesystem.com/FrontEnd/SearchCertifiedDirectory.asp?TN=coucp&XID-6176)

ATTACHMENT 5

Overall DBE Three-Year Goal Methodology

Submitted separately

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1, 2, and 3

[The following Forms 1, 2, and 3 are provided for illustrative purposes ONLY. Any forms Recipients develop and use for purposes of assessing bidders'/offerors' good faith efforts should be included with solicitation documents. These forms or their equivalents are NOT for use in soliciting for Design-Build contracts. Design-Build solicitations must require respondents to provide a DBE Open-Ended Performance Plan in their initial responses.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- ☐ Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.
- ☐ Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

Name & Title

Signature

Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / %*	Manufacturer/Regular Dealer/Distributor/Broker**

**Percentage is to be used only in negotiated procurements*

***For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

Signature of DBE's Authorized Representative

Date: _____

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024

U.S. Department of
Transportation**DBE Regular Dealer/Distributor
Affirmation Form**

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)?

☐ YES² ☐ NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7

Administrative Enforcement Mechanisms

The **Gunnison Crested-Butte Regional Airport** has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract
2. Breach of contract action, pursuant to the State of Colorado.
3. Breach of contract action, pursuant to the Federal Government, including FAA provisions.

ATTACHMENT 8

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

ATTACHMENT 9

Colorado UCP Agreement can be found here:

<https://www.coloradodbe.org/>

ATTACHMENT 10

Small Business Element

For purpose of the Gunnison-Crested Butte Regional Airport Small Business Element; a small business is defined as a company and/or firm in whom annual revenue does not exceed \$500,000.

Prime contracts and subcontracts valued under \$20,000 are available to small businesses as a result of the Airport Improvement Program. Gunnison-Crested Butte Regional Airport believes it is currently meeting the objectives of its construction contracting activities by ensuring that a reasonable number of prime contracts and subcontracts are of a size that small businesses, including DBEs, can reasonably perform. Quantities, specifications, and delivery schedules are arranged to facilitate small business participation. Large contracts are divided into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract. Gunnison-Crested Butte Regional Airport has put into place monitoring of consultant-design projects for possible small business participation and encourage use of small businesses in projects. Gunnison-Crested Butte Regional Airport seeks ways to include all available contractors in its contracts; this may include bundling or unbundling jobs or limiting the size of its contracts so that smaller businesses may be awarded contracts. In some cases jobs usually performed by subcontractors can be performed as an unbundled contract as a prime contract, especially if the outcome of the overall project will not be effected by the unbundled contracting opportunity.

Gunnison-Crested Butte Regional Airport provides opportunities for small businesses in contracts awarded using simplified procedures subject to the requirements of applicable Federal, state and local requirements.

Through small business outreach, Gunnison-Crested Butte Regional Airport with the assistance of the State Department of Transportation DBE program assists small firms to become a prime and in growing their business to eventually compete on larger contracts. Gunnison-Crested Butte Regional Airport maintains a contact list comprised of businesses, partners and economic development contacts established through various educational opportunities and affiliations. Through this contact list, Gunnison-Crested Butte Regional Airport is able to communicate to small businesses about upcoming contracting and subcontracting opportunities.

Gunnison-Crested Butte Regional Airport maintains contacts with the Small Business Administration, area economic development companies and associations, the State Department of Labor, and the Department of Commerce in order to offer small businesses assistance in various business growing services. These partnerships will be instrumental in allowing small businesses to grow and learn more about becoming larger companies and being able to bid larger jobs at Gunnison-Crested Butte Regional Airport.

In addition to the above strategies, Gunnison-Crested Butte Regional Airport will continue to, when possible:

- In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- On prime contracts not having DBE contract goals, require the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- Identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts. Gunnison-Crested Butte Regional Airport assures the following assurances:
 1. The program is authorized under state law;
 2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
 3. There are no geographic preferences or limitations imposed on any federally assisted procurement included in the program;
 4. There are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
 5. Steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification are certified.
 6. The program is open to small businesses regardless of their location (i.e., that there is no local or other geographic preference).

Gunnison-Crested Butte Regional Airport will diligently attempt to minimize fraud and abuse by verifying program eligibility of firms. The Small Business Element will be monitored annually and implementation of the program is ongoing.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Applications; Colorado Family Planning

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: Jul 1, 2025

Term Ends:

Grant Contract #: RFA 33803782

Summary:

This is a RFA for our Family Planning Title X funding. This is a 5 year grant request. They only ask for the first year budget.

Fiscal Impact:

Submitted by: Shonna Gray

Submitter's Email Address: sgray@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



Request for Applications (RFA)

Colorado Department of Public Health &
Environment

Colorado Family Planning Program

RFA # 33803782

Application Due Date: February 5, 2025

5:00 p.m. Mountain Standard Time

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I. **Project Background and Overview**

- A. **The goal of the Colorado Family Planning Program (FPP) is to ensure access to equitable, affordable, patient-centered, quality reproductive health services for all Coloradans.**

For over 50 years, the Colorado Department of Public Health and Environment (CDPHE) has successfully managed the State General Fund and Federal Title X Family Planning Services Grant to meet the family planning needs of low-income Coloradans. CDPHE will continue to meet the needs of the state's diverse population by soliciting responses for Colorado Family Planning Program (FPP) contractors.

The federal Title X Family Planning Program was enacted under Public Law 91-572 or "Population Research and Voluntary Family Planning Programs," in 1970 under President Richard Nixon as part of the Public Health Service Act. Title X is the only existing federal grant program that is devoted solely to providing comprehensive family planning and other related preventive health services to individuals. Title X is designed to prioritize the needs of individuals from low-income families and/or uninsured people (including those who are not eligible for Medicaid), and adolescents who might not otherwise have access to these confidential health care services. A benefit of the Title X program is that sites receiving this funding are eligible for the 340B Drug Pricing Program, which provides outpatient drugs to covered entities at significantly reduced prices. Title X is administered by the Office of Population Affairs (OPA) under the U.S. Department of Health & Human Services' (HHS) Office of the Assistant Secretary for Health.

II. **Project Reimbursement Mechanisms, Budget Period, Funding Period, Budget Requirements**

A. **Reimbursement Mechanisms:**

- 1) Funding under this RFA is anticipated to be provided via two options. The majority of selected grantees are expected to use option one. In order to be eligible for option two (Advanced Payments), the grantee agency must meet the eligibility criteria established by the CDPHE. Eligibility for option two will be determined after applications are approved for funding.

(a) **Option 1: Cost-Reimbursement**

- Funds will be given on a cost-reimbursement basis only. This means that the selected awarded applicants must be financially able to pay for expenses and request reimbursement from the CDPHE. Project expenses will be reimbursed monthly for allowable and approved expenses incurred during the invoice period. Allowable expenses will be reimbursed monthly upon receipt and approval of a submitted invoice. Invoice submissions are required within forty-five (45) days after month-end. Source documentation demonstrating actual expenses incurred will be subject to review.
- All expenditures must be reasonable, necessary, and approved by the CDPHE for the completion of approved grant activities, and must comply

with the Federal and State rules and regulations. Please note that the CDPHE will not reimburse any costs incurred by selected grantees prior to the issuance of a legally executed contract.

- Applicants interested in Option 1 are required to prioritize their budget expenses on Attachment F: Project 12 Month Cost-Reimbursement Budget with Justification Form.

(b) Option 2: Advanced Payments

- Intended Recipients: Only CDPHE Grantees who are classified as nonprofits or charitable organizations only.
- With this option there are two steps:
 - Up to twenty-five percent (25%) of the total award may be given as an initial payment to assist selected applicants with launching approved activities.
 - The remaining funds will be given on a cost-reimbursement basis only. This means that the selected awarded applicants must be financially able to pay for expenses and request reimbursement from CDPHE. Project expenses will be reimbursed monthly for allowable and approved expenses incurred during the prior month. Allowable expenses will be reimbursed monthly upon receipt and approval of a submitted invoice. Invoice submissions are required within forty-five (45) days after month-end. Source documentation demonstrating actual expenses incurred will be subject to review.
 - All expenditures must be reasonable, necessary, and approved by CDPHE for the completion of approved grant activities, and must comply with the Federal and State rules and regulations. Please note that CDPHE will not reimburse any costs incurred by selected applicants prior to the issuance of a legally executed contract.
 - Applicants interested in Option 2 are required to prioritize their budget expenses on Attachment G: Project 12 Month Advance Payment Budget with Justification. This includes specifying the amount and the % for an advanced payment along with a brief description of what eligible costs the advance payment funds will be applied towards. Fidelity Bond Insurance is required for grantees receiving an advance payment and may be included in the budget document as an allowable advance payment amount.
 - The advance payment amount cannot exceed 25% of the annual contract amount. Any grantees' that apply for the Advance Payment Option (Option 2) and are approved will receive additional information and guidance during the Post-Award meeting. Grantee's that are not approved for advanced payments will default to the Cost-Reimbursement Option (see Option 1 above).
 - Allowable and Unallowable Costs. Costs must be necessary, reasonable and adequately documented.
 - Grantees interested in the Advance Payment Option should review the Advance Payment Grantee Summary document (Attachment D). If awarded, PSD staff will be in contact to notify grantees of next steps and how each grantee has the opportunity to submit the advance payment request form for review and approval.

B. Budget Period

- 1) The FPP uses a funding formula to determine award amounts which allocates funding across all contractors based on the proportion of patients served. Awards made through this RFA will use the funding formula to determine funding amounts for applicants that are currently FPP contractors. New applicants' awards will be based upon the number of clients expected to be served and availability of funds. See below for more details.
- 2) **Current FPP contractors:** The CDPHE FPP funding formula uses the number of unduplicated family planning patients served in the most recent calendar year. The FPP will pull this data from iCare (the FPP's data system) for applicants currently contracted with CDPHE. The FPP establishes a maximum funding amount (or cap) each year, dependent upon available funding.
- 3) **New Applicants:** The number of clients expected to be served is a required component of the application which the FPP will use to determine the amount of funding to be awarded. New applicants must pull data from their Electronic Health Record (EHR) of the number of clients that received reproductive health counseling and/or a contraceptive method from the clinic in a recent 12-month period. If the organization has multiple clinic sites, please only request funding for one clinic site and include projected client served numbers for that one site. FPP requires that only one clinic site be included in start-up contracting, due to the complicated nature of onboarding to the program. See Attachment E - Project Narrative Questions for more instructions. If awarded, new applicants will be compensated with an approximate range of \$45,000-\$75,000, based on projected number of clients served and dependent on the amount of funding available. ***If your organization serves more than 7,000 at the one clinic site, CDPHE FPP will negotiate this start-up year funding, dependent on available program funding.***
- 4) In subsequent years, funding will be awarded based upon the FPP's approved funding formula which allocates funding across all contractors based on the proportion of patients served. Award amounts are subject to change significantly once a contractor transitions from receiving a negotiated budget to a funding formula award if the actual number of patients served varies greatly from the expected number that was used to determine their first year award.
- 5) The FPP expects new contractors to require a "start-up" phase for successful implementation. In the first six months, new awarded applicants will focus on learning the program, attending orientation, participating in training and technical assistance, developing the administrative procedures and clinical protocols needed for delivering Title X services, and establishing required data collection and reporting.

C. Funding Period

- 1) The initial terms of the RFA agreement will be from July 1, 2025 - June 30, 2026 based on the funding availability stated above under the Budget Period (section II.B.). The total life of this project may extend up to five years. Subsequent awards are contingent upon funding availability and contractor performance. Any

additional year(s) of funding, will utilize the existing FPP funding formula. There may be a non-competitive, re-application process in order to receive funding in subsequent years.

D. Budget Requirements

- 1) A budget template is provided and can be found as Attachment F and Attachment G. Applicants must use the template for their desired Reimbursement Mechanism (section II.A.) to describe what FPP funds will support in the first fiscal funding period.
- 2) The budget form must explain all expenses included. Applicants are responsible for ensuring the calculations in the budget are accurate. There will be no reimbursement of pre-award costs. CDPHE reserves the right to deny requests for any item listed in the budget that is deemed to be unnecessary for the implementation of the project. Line items can be negotiated in the actual contract.

(a) Funding Period:

- The proposed budget must be for twelve (12) months and shall reflect the following funding period: July 1, 2025 – June 30, 2026. Subsequent funding periods will be based on the state fiscal year.

(b) Unallowable Expenses:

- Funds from this grant may not be used for lobbying activities, reimbursement of pre-award costs, abortion services, food, drink, and entertainment.

(c) Indirect (F&A) Cost Rate:

- Definition: Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Indirect costs may be called Facilities and Administration costs (F&A) at some agencies. Indirect costs are different from administrative costs in most cases. For example, a program employee can be considered administrative and not be included in an organization's indirect costs. Costs classified as indirect can differ depending upon your organizational structure and accounting practices but some common examples include depreciation on buildings and equipment, operating and maintenance costs of facilities, and general administrative expenses such as the salaries and expenses of executive officers and accounting or legal staff.
- If Applicant's organization or business maintains an indirect or F&A rate and Applicant chooses to include this cost on the application budget, it is expected that the amount budgeted will reflect the organization's or business's approved rate. Be prepared to submit one of the following if awarded:
 - Federally Negotiated Indirect Rate Agreement: An entity that receives funding directly from the federal government is eligible to recover indirect costs by using a federally negotiated indirect cost rate from their Federal cognizant agency. If the entity has a current federally negotiated rate, CDPHE must honor this rate.
 - CDPHE Negotiated Indirect Rate Agreement: An entity that does not have a current negotiated indirect cost rate with a federal agency AND does not receive federal funds directly from a federal agency can

negotiate an indirect cost rate with the internal audit unit at CDPHE.

- Alternatives to a negotiated indirect cost rate:
 - de minimis indirect cost rate: The de minimis rate of 15% of modified total direct costs (MTDC) is available to all non-Federal entities ([2 CFR 200.414\(f\)](#))
 - Direct Charge All Expenses: Organizations may elect to direct charge all allowable expenses on their billings for each contract, grant or award. Billed costs will be subject to field review by the CDPHE.

E. Expenditure Revenue Reports

- 1) Federal funding requires the reporting of income and expenses. Applicants must record these monthly on reimbursement invoices.

III. Project Requirements

A. Eligibility

- 1) Organizations eligible to apply for funding must be public or non-profit entities.
- 2) Organizations eligible to apply for funding must provide family planning services in clinic(s) located in Colorado. Only Colorado-based clinics are eligible for this funding.
- 3) Applicants must already be providing family planning services as outlined in the Scope of Work (Attachment I). All required clinical and administrative services must be provided onsite by the applicant in an applicant-managed clinical location. Multiple clinic locations and satellite clinics are permissible, but clinical and administrative services must be managed by the applicant. The use of a fiscal agent to administer the grant is not permissible with this RFA.
 - (a) Applicants must have the fiscal capacity and infrastructure in place, experience working with government contracts, organizational stability, internal controls in the form of documented processes and policies, and be completing the deliverables of the contract. Funding will not be awarded to Fiscal Agents.

B. Required Project Components

- 1) Fulfillment of Scope of Work in Compliance with State and Federal Regulations
 - (a) Applicants must review the Sample Scope of Work (Attachment I). Agencies are responsible for fulfilling the work plan requirements detailed in this scope of work. This includes the provision of pharmaceuticals onsite. If agencies are unable to fulfill this work, they will not be eligible for funding.
 - (b) **Applicants are required to demonstrate compliance to the CDPHE FPP Administrative & Clinical Manuals:**
<https://cdphe.colorado.gov/fpp/subrecipient-resources/manuals-and-guides> **and the Title X Statutes and Regulations:**
<https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>
- 2) Funding Diversity:
 - (a) To ensure that services are provided in a sustainable manner, the Colorado FPP requires that FPP funding cannot be the sole source of funding for an applicant's project. Successful applicants must show financial contributions of funds from local, regional, grant, patient, Medicaid, and/or other third-party

revenue sources.

3) Separation of Abortion:

- (a) The Colorado FPP's federal (Title X) funding source includes provisions that the funding may not be used to pay for abortion:
 - Federal Abortion Statement: [Section 1001 of the Title X, Family Planning Act](#), as amended, authorizes grants "to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods, infertility services, and services for adolescents)." Section 1008 of the Act, as amended, stipulates that "None of the funds appropriated under this title shall be used in programs where abortion is a method of family planning."
- (b) If an applicant provides abortion services, the applicant must demonstrate separation of abortion services in accordance with the federal requirements set forth in the notice issued on July 3, 2000, [Provision of Abortion-Related Services in Family Planning Services Projects \(65 Fed. Reg. 41281\)](#).

4) Subcontracting of Required Family Planning Services

- (a) Awarded applicants are responsible to fulfill the family planning services outlined in the Scope of Work (Attachment I) onsite. The only exception to this is the provision of long-acting, reversible contraception (LARC). It is considered a best practice to offer LARC onsite, however, if the awarded applicant is unable to do so, they must make this service (including management and removal) available to clients on the FPP sliding fee scale through a subcontracted agency with a Memorandum of Understanding/Agreement or a formal contract.
- (b) At a minimum, the MOU must address:
 - parties' roles, responsibilities, lines of authority and supervision;
 - process for referral, including providing a note back to the Title X provider to ensure documentation of the referred procedure;
 - payment for services as applicable;
 - federal program requirements, including the prohibition of funds being used for abortion;
 - Who is responsible to input client data into the FPP data system (iCare);
 - HIPAA compliance; and
 - a method of monitoring and evaluation to ensure FPP rules and regulations are being followed and the terms of agreement are appropriately executed.
- (c) Each party to the MOU understands that CDPHE funding is contingent upon having a current, signed MOU between the parties that receives approval from CDPHE prior to its execution.

5) Contractual Documentation References:

- (a) FPP contracts include applicable State and Federal Title X rules and regulations. If funding legislation changes in the future, funding may be reallocated. The documents below are included for your reference as these may become part of the contract with CDPHE should you be awarded the contract.
 - Title X Statutes, Regulations, and Legislative Mandates: <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>
 - CDPHE FPP Clinical and Administrative Manuals: <https://cdphe.colorado.gov/fpp/subrecipient-resources/manuals-and-guides>
 - CDC Quality Family Planning Services Recommendations:

C. Formatting Instructions

- 1) Unnecessarily elaborate applications are not desired. Indices, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count. Allowance will be made for tabular or graphical presentations and screen prints, whether incorporated in the text of the technical description or attached as separate exhibits.
- 2) Textual explanations of screen prints or graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitation. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the application description are not clearly integrated into the technical discussion.
- 3) **The RFA should be submitted using the following page formatting requirements:**
 - (a) Page Limits: Application Narrative no more than ten (10) pages.
 - (b) Headings: The original headings for each and all sections of the response should be included.
 - (c) Labeling Requirements: Each attachment should be labeled with the original label for the document, e.g., Financial Assessment Questionnaire, Budget Template, etc.
 - (d) Acronyms: Definitions for acronyms should be provided.

IV. Tools and Guidance

A. Definition of Terms

- 1) **CDPHE:** Colorado Department of Public Health and Environment
- 2) **FPL:** Federal Poverty Level
- 3) **FPP:** Family Planning Program
- 4) **LARC:** Long-acting reversible contraception; birth control that includes intrauterine devices and hormonal implants.
- 5) **OPA:** Office of Population Affairs
- 6) **Rural and Frontier Counties:** As defined by the 2022 County Designations Map found: <https://coruralhealth.org/wp-content/uploads/2013/10/2022-county-designations.pdf>
- 7) **Title X:** The federal Title X Family Planning Services Grant program, which is the only existing federal grant program that is completely devoted to providing comprehensive family planning and other related preventive health services to individuals.

B. Additional Guidance

- 1) CDPHE Family Planning Website: <https://cdphe.colorado.gov/fpp>
- 2) Office of Population Affairs Title X Website: <https://opa.hhs.gov/grant-programs/title-x-service-grants>

V. Selection, Evaluation, and Awards

- A. The technical aspects of applications will be assessed based on the soundness of the

applicant's approach and the applicant's understanding of the requirement. Past experience and qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance. The State may use all information available regarding past performance as defined in C.R.S. §24-106-107 et.seq.

The program has carefully designed a scoring and selection process to ensure fair selection of the best qualified applicants. The selection process is described below. The criteria for scoring are in direct correlation to the required application components.

B. Applications that fail to follow all of the requirements may not be considered.

1) Evaluation:

(a) Consideration of Factors: The evaluation factors, in decreasing order of importance are:

- **The technical content of the application**, including:
 - Capacity to provide services.
 - Required commitment of state personnel, including reasonableness to accomplish objectives, secondary impact to existing programs
- Examples of Criteria:
 - Does the implementation plan match the deliverables in the scope of work?
 - Was the response submitted on the requested templates and required supporting documents and attachments, etc.?

(b) Experience

- Applicant's experience, qualifications and experience of key personnel assigned to this project, and
- The extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance
- Examples of Criteria:
 - Does the applicant demonstrate the ability to complete this project and knowledge and experience providing the services proposed?
 - Does the response demonstrate sufficient understanding of the project?

(c) Price

- The cost provided must be a total cost and not an estimate, and constitute the applicant's best and final offer.
- Examples of Criteria:
 - Does the organization have a diverse clinic budget that can help to sustain a family planning program?

(d) Compliance with Terms

- The extent to which the applicant agrees to Colorado's basic contract terms and required Special Provisions without seeking exceptions

2) Application Review Process/Scoring

(a) Applicants will be scored (100 point scale) based on the Project Narrative (Attachment E). This will be a competitive process. A review committee made

up of state agency staff will score all complete applications. Agencies that have qualified for funding will potentially be contacted to participate in a site visit with the Family Planning Program staff, per the timeline listed in this RFA. Scoring breakdown of the Project Narrative (Attachment E) will be the following:

- Qualifications and Case for Support – 20 points
 - Location – 10 points
 - Clinical Services – 50 points
 - Financial Viability – 20 points
- (b) Financial Risk Assessment Rating in Evaluation
- The financial risk rating determined from the submitted Financial Risk Assessment Questionnaire, or FRMS rating (Local Public Health Agencies and Tribes only), will be communicated to reviewers during the application review process. Applications that fail to follow all requirements may not be considered.
- 3) **Decision and Notification**
- (a) All applicants will be notified of funding decisions, via email, on the estimated date of March 13, 2025.

VI. How to Apply

A. Responses must be submitted as specified in this announcement. **Applications that fail to follow all of the requirements may not be considered.**

B. Required Documents

1) All applications must include the following in this order:

(a) **Attachment A**

- CDPHE RFA Cover Sheet and Signature Page (**must be signed with a wet ink signature**)

(b) **Attachment B**

- The [Financial Risk Assessment Questionnaire](#). A financial risk rating will be assigned for all applicants. Local public health agencies and Tribes are not required to complete Attachment B: Financial Risk Assessment Questionnaire because they already have a risk rating assigned by the CDPHE Financial Risk Management System (FRMS). Colorado State Agencies and Colorado State Institutions of Higher Education are not required to complete the Attachment B: Financial Risk Assessment Questionnaire. This form must be completed and submitted by all other applicants, including nonprofits, for-profit businesses or governmental agencies.
- Applicants must retain a copy of their completed Attachment B: Financial Risk Assessment Questionnaire for any additional funding applications within a 12 month period, the same budget period. Any changes will require a new form to be submitted. The application may not be reviewed if the completed form is not included. The Financial Risk Assessment rating does not determine whether or not CDPHE will fund an applicant, rather, it determines an applicant's financial and management strength, and the level of technical assistance and contract monitoring necessary to help

the applicant succeed with the project if awarded. In order to incorporate all relevant information, programs must include the financial risk rating in their initial discussions about which applications should be provided to the review committees and during the review committee evaluations for funding decisions. The final application score may be impacted by risk determinations made by CDPHE based on information contained in the form. Scores will be communicated to the grant review committee and may be considered in the overall score. Technically, the score could be impacted when the review committee members see the financial risk assessment score. The form and guidance are part of this announcement. For more information, please see Attachment C: Financial Risk Assessment FAQs.

- Instructions: If your entity is a nonprofit, for-profit business or governmental agency, you are required to complete the financial risk assessment questionnaire (Attachment B). Local public health agencies and Tribes are not required to complete the form, because they already have a risk rating assigned via the CDPHE Financial Risk Management Survey (FRMS). Any questions regarding the Risk Assessment Questionnaire must be submitted through the inquiry process.

(c) **Attachment E**

- Project Narrative Questions – The project narrative is twenty (20) questions to showcase the suitability of applicants for the Colorado Family Planning Program. It is to be completed in its entirety, along with the submission of the requested documents to the final packet. The requested policies and procedures do not count toward the 10-page maximum.

(d) **Attachment F OR G**

- Project 12 Month Cost-Reimbursement Budget with Justification Form (Attachment F) OR Project 12 Month Advance Payment Budget with Justification Option (Attachment G)
- **IMPORTANT:** The budget form must explain all expenses included. Applicants are responsible for ensuring the calculations in the budget are accurate. There will be no reimbursement of pre-award costs. The Colorado Department of Public Health and Environment reserves the right to deny requests for any item listed in the budget that is deemed to be unnecessary for the implementation of the project. Complete only one budget form (Section II.A).

2) **Organization W-9 Form**

3) **Clinical and Administrative Documents: Listed in the Project Narrative Questions (Attachment E)**

C. Documents for Applicant Review Only

- 1) **Attachment C** – Financial Risk Assessment Questionnaire FAQ – Frequently asked questions document specific to the Financial Risk Assessment Questionnaire.
- 2) **Attachment D** – Advance Payment Grantee Summary – Document highlights the advance payment option for Prevention Services Division (PSD) programs.
- 3) **Attachment H** - Applicant Checklist – Agencies can use this checklist as a tool to ensure all required documents are submitted for the RFA.

- 4) **Attachment I** - Scope of Work – This template is provided for contract Statement of Work (SOW). Use the CDPHE SOW Checklist to develop the content of this template
- 5) **RFA business documents** details the rules and expectations for the RFA process and outlines the terms and conditions that typically appear in State of Colorado contracts.

D. Submission Instructions

1) General Information

- (a) This Request for Applications (RFA) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State". The CDPHE contact listed in these instructions is the sole point of contact concerning this RFA.
- (b) During the solicitation process for this RFA, all official communication with applicants will be via notices on the CDPHE program website listed in the schedule of activities. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning applicants. Applicants are responsible for monitoring for publication of modifications to this solicitation. It is incumbent upon applicants to carefully and regularly monitor for any such notices. Applicants are not to contact any other state office or individual regarding this RFA or this project. Applicants are not to rely on any other statements that alter any specification or other term or condition of the solicitation.
- (c) Applications must be received on or before the due date and time as indicated in the Schedule of Activities. Late applications may not be accepted. It is the responsibility of the applicant to ensure that its application is received by the CDPHE at the location listed in these instructions on or before the due date and time.
- (d) One completed copy of the Request for Application Cover Sheet & Signature Page (Attachment A) must be signed digitally or in ink, preferably blue ink, by a person who is legally authorized to bind the applicant to the application. Submissions that are determined to be at a variance with this requirement may be deemed non-responsive and may not be accepted.
- (e) All materials submitted shall become the property of the CDPHE, and will not be returned unless the RFA solicitation is canceled prior to the submittal due date, in which case applications will be returned unopened or opened only for identification purposes.

2) Instructions for Electronic Applications

- (a) Applications must be received electronically by no later than by the due date and time indicated on the cover page of this document. Faxed applications will not be accepted. Email your application and all attachments to the following individuals:
 - Program contact name: Family Planning Program
 - Contact email: cdphe_familyplanning@state.co.us
 - Division name: Prevention Services Division
- (b) Applications received via email will receive email confirming the delivery.

E. Questions and Inquiries

- 1) Applicants may make written inquiries via email to obtain clarification of requirements concerning this RFA. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:
 - (a) Program contact name: Family Planning Program
 - (b) Contact email: cdphe_familyplanning@state.co.us
- 2) Clearly identify your inquiries with:
 - (a) RFA Number
 - (b) RFA Title
 - (c) The section number and paragraph number the inquiry applies to.
- 3) Responses to applicant inquiries will be published as an outline in the Schedule of Activities by close of business on the date indicated. Applicants are not to rely on any other statements that alter any specification or other term or condition of the RFA.

F. Pre-application Webinar

- 1) The purpose of the pre-application webinar is to review this RFA and answer questions. The FPP will offer the 1-hour webinar one time only on Tuesday, January 14, 2025 from 3:00 p.m. - 4:00 p.m. MST. Information on how to access the webinar can be found here: <https://cdphe.colorado.gov/fpp>.
- 2) During the webinar, CDPHE will briefly review the RFA and then leave time for participants to ask questions about the RFA and process.
- 3) For anyone unable to attend the webinar, all questions and answers will be posted here within 72 hours of the call: <https://cdphe.colorado.gov/fpp>

VII. Schedule of Activities

Schedule of Activities Timeline	Time	Date
RFA published on www.colorado.gov/cdphe/fpp/RFA33803782 and widely circulated.	N/A	January 6, 2025
Pre-Application Webinar (Attendance is optional) To join: • Meeting Link • Meeting ID: 831 3630 4513 • Meeting Passcode: FPP • Dial in: 720-707-2699 • Dial in Passcode: 567820	3:00 p.m. MST	January 14, 2025
Deadline for applicants to submit written inquiries. Submit all inquiries by email to cdphe_familyplanning@state.co.us .	5:00 p.m. MST	January 17, 2025
Answers to written inquiries and any changes to the RFA published on https://www.colorado.gov/cdphe/family-planning	5:00 p.m. MST	January 24, 2025
Application submission deadline	5:00 p.m. MST	February 5, 2025
Evaluation Period: February 3 – March 12, 2025	N/A	February 5 – March 12, 2025
Potential virtual or in-person site visits; Applicants will be notified, if applicable (Held at CDPHE's discretion)	N/A	March 3 - 7, 2025
Estimated Notification of Award	N/A	March 13, 2025
Estimated Contract Effective Date (The resulting contract may be renewed for a maximum of up to 4 additional years, at the sole discretion of CDPHE)	N/A	July 1, 2025

STATEMENT OF WORK

To Original Contract Number

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

This template is provided for contract Statement of Work (SOW).

I. Entity Name: Gunnison County Health and Human Services

II. Project Description:

This health project serves to provide access to sexual and reproductive health (SRH) services to Coloradans, including but not limited to:

- a) contraceptive counseling, education, supplies, and services,
- b) sexually transmitted infection screening, testing, treatment, referral, and education and counseling,
- c) pregnancy testing and non-directive options counseling with patient-led referral, d) services related to achieving pregnancy, pre-pregnancy health, and basic infertility, and
- e) other related preventative reproductive health services and referrals, such as cervical cancer screening and referral to mammography.

Priority is given to patients with incomes that are at or below 250% of the Federal Poverty Level (FPL). During the project term, the Contractor will provide high quality, confidential, patient-centered SRH services using a sliding fee scale for self pay patients. CDPHE receives federal Title X grant funding and state funding to improve equitable access to SRH care by contracting with a network of health care providers around the state, such as the Contractor. All subrecipients of CDPHE's Title X funding must comply with the associated federal regulations and requirements. The direct beneficiary of the project will be Coloradans in need of affordable SRH services, such as those provided by the Contractor.

To achieve the goals of this project, the Contractor will participate in training, technical assistance, data reporting, quality assurance and quality improvement activities, and community engagement and outreach. The project will be ongoing until the end of this contract's term.

III. Definitions:

1. **CDPHE** – Colorado Department of Public Health and Environment
2. **FPL** – Federal Poverty Level
3. **FPP** – CDPHE's Family Planning Program
4. **HIPAA** – Health Insurance Portability and Accountability Act
5. **iCare** – FPP data system used to collect encounter-level data
6. **I&E** – Information and Education committee that reviews and approves print and electronic informational and educational materials developed or made available under the project
7. **IUD** – intrauterine device
8. **LEP** – Limited English Proficiency

9. QFP – Quality Family Planning Recommendations

10. SRH – Sexual and Reproductive Health

11. Title X – refers to the federal Title X Family Planning Services Grant funding and requirements

IV. Work Plan

Goal #1:

Improve the health, well-being and equity of all Coloradans through health promotion, prevention and access to healthcare.

Objective #1:

Annually, by June 30, improve access to affordable, high-quality, patient-centered sexual and reproductive health (SRH) services with priority for patients experiencing greater barriers to accessing care including those who are adolescent, low-income, uninsured, underinsured, limited English proficient (LEP), and/or in need of confidential services.

Primary Activity #1:

The Contractor shall provide ongoing clinical SRH services to patients.

Sub-Activity #1:

1. The Contractor shall provide clinical SRH services in accordance with the most recent CDPHE FPP Clinical Manual, the Quality Family Planning Recommendations (QFP) and recognized national standards of care including:
 - a. Contraceptive counseling, education, supplies, and services
 - b. Pregnancy testing and nondirective options counseling with patient-led referral
 - c. Services related to achieving pregnancy
 - d. Basic infertility services
 - e. Preconception health services
 - f. Sexually transmitted infection screening, testing, treatment, referral, and education and counseling
 - g. Related preventative reproductive health services and referrals, including cervical cancer screening and referral to mammography
2. The Contractor shall provide clinical follow-up and referrals, as appropriate
3. The Contractor shall use a qualified laboratory to provide the services outlined in the CDPHE FPP Clinical Manual which can not be performed by the Contractor.
4. The Contractor shall supply a broad range of acceptable and effective contraceptive methods and services, including the full range of FDA-approved contraceptive products and fertility awareness-based methods, on-site (or by prescription if the patient prefers). This range shall include, at a minimum, the following options:
 - a. One (1) hormonal intrauterine device (IUD)
 - b. One (1) non-hormonal IUD
 - c. One (1) contraceptive implant
 - d. Three (3) types of combined oral contraceptive pills
 - e. One (1) progestin only contraceptive pill
 - f. One (1) contraceptive injection

- g. One (1) hormonal non-pill method such as the contraceptive patch or vaginal ring
 - h. Condoms
 - i. Fertility-awareness based method education provided by staff specifically trained in providing this education
5. The Contractor shall refer SRH patients to other social and medical services, as needed, including:
- a. Primary care providers
 - b. Mental health providers
 - c. Medicaid enrollment assistance
 - d. Social and financial support programs such as WIC, TANF, SNAP, etc. e. Local agencies offering services related to intimate partner violence, housing, employment, or other patient needs.

Sub-Activity #2:

1. The Contractor shall take steps to ensure access for priority populations experiencing greater barriers to accessing care including patients who are adolescents, low-income, uninsured, underinsured, LEP, and/or in need of confidential services, such as:
- a. Providing adolescent-friendly services to young people, which are accessible, acceptable, equitable, appropriate, and effective.
 - b. Never requiring the consent or notification of parents or guardians for minors who wish to seek services independently. Family participation must be encouraged but never required.
 - c. Counseling adolescents clients to resist sexual coercion, and documenting this counseling.
 - d. Providing meaningful access to patients with LEP by offering printed materials in multiple languages and engaging qualified services (through a language line service or bilingual staff) for medical interpretation, and supporting this work through specific written policies.
 - e. Identifying patients with confidentiality concerns related to communications or billing and taking steps to protect patient confidentiality, as described in the FPP Administrative Manual.

Sub-Activity #3:

1. The Contractor shall maintain documented clinical policies, procedures and protocols in accordance with the FPP Clinical Manual, the QFP and nationally recognized standards of care, including contraceptive method specific protocols, an adolescent care policy, and policies regarding pregnancy testing, nondirective options counseling and the prohibition of abortion.

Primary Activity #2:

The Contractor shall implement fiscal practices that meet Title X requirements for billing and collections.

Sub-Activity #2:

1. The Contractor shall not deny services based on a patient's inability to pay or create barriers to accessing care through fiscal practices.
- a. The Contractor shall maintain policies and procedures in accordance with the FPP Administrative Manual that address income verification, charges, billing,

and collections of patient fees without burdening patients or creating barriers to access, including a process for waiving and/or writing off of fees.

2. The Contractor shall use a Sliding Fee Scale to charge patients for SRH services, in accordance with Title X requirements.
 - a. The Contractor shall use a reasonable cost-setting methodology to develop a Fee Schedule for SRH services designed to recover the reasonable cost of providing services.
 - i. CDPHE shall periodically offer technical assistance to support the Contractor in updating their fee schedule.
 - b. The Contractor shall create and update a Schedule of Discounts to be applied to the Fee Schedule using the most recent Federal Poverty Guidelines, such that:
 - i. Patients with incomes at or below 100% FPL, as defined by the Department of Health & Human Services (HHS), shall not be charged for SRH services.
 - ii. Patients with family incomes between 101 to 250% FPL will be charged in accordance with a schedule of discounts based on ability to pay.
 - iii. Patients with family income greater than 250% FPL will be charged the full fee.
3. The Contractor shall make reasonable efforts to obtain third-party payment from government or other payers who are authorized or legally obligated to pay for services without jeopardizing patient confidentiality.
 - a. The Contractor shall bill and receive reimbursement from Colorado Medicaid, unless a written waiver of this requirement is received from CDPHE.
 - b. The Contractor shall work toward, if not currently, generating income through billing and reimbursement from other third-party payers, such as commercial insurance plans.

Primary Activity #3:

The Contractor shall maintain appropriate, trained personnel to meet the requirements of the CDPHE Family Planning Program (FPP) and this contract.

Sub-Activity #3:

1. The Contractor shall maintain adequate staffing to deliver the clinical services outlined in this agreement. All professional health care providers must be in compliance with State and Federal licensing requirements and regulations.
2. The Contractor shall maintain adequate staffing to meet the personnel requirements specified in the most recent CDPHE FPP Administrative Manual.
3. The Contractor shall require the staff person(s) responsible for program coordination and fiscal functions to review the CDPHE Post-Award communications within thirty (30) days of the execution of this contract if the Cost-Reimbursement Reimbursement Mechanism is selected. If the Advance Payment Reimbursement Mechanism is selected the review will occur within fourteen (14) days.
 - a. Throughout the remainder of this agreement, any new coordinator or fiscal staff responsible for FPP activities shall be required to participate in a program and fiscal orientation with CDPHE within sixty (60) days of employment.
4. The Contractor shall require all new staff working with the Title X program in any capacity to complete Title X orientation within (60) days of hire (or beginning to

work on FPP), including clinical, administrative, fiscal, operations, data, or other staff.

5. The Contractor shall ensure that staff complete the FPP's Annual Training Plan, as appropriate given role and tenure, in accordance with the requirements of each year's plan.
6. The Contractor shall require relevant staff to review key Title X requirements (as outlined in the [Staff Annual Title X Acknowledgement Form](#)), the CDPHE Administrative Manual, and the CDPHE Clinical Manual annually.
7. The Contractor shall maintain records of staff training.
8. The Contractor shall participate in three virtual CDPHE FPP meetings to review and discuss issues related to FPP program compliance such as data management, community engagement, policies and procedures, adolescent services, etc. At a minimum the Contractor will attend 2 of the 3 virtual meetings.
9. The Contractor shall attend the in-person FPP annual conference. Exemptions are allowable for extraordinary circumstances. Extraordinary circumstances are event(s) outside the control of the Contractor. Requests for exemptions shall be submitted to cdphe_familyplanning@state.co.us.

Primary Activity #4:

The Contractor shall conduct community engagement and outreach.

Sub-Activity #4:

1. The Contractor shall conduct at least one (1) outreach activity annually to promote the availability of services.
2. The Contractor shall engage the community in reviewing and approving informational and educational materials, prior to their distribution, to assure that the materials are suitable for the population or community by hosting an Information & Education (I&E) Committee at least one (1) time per year, in accordance with the guidance provided in the CDPHE FPP Administrative Manual.
3. The Contractor shall select one option for how they will meet this requirement after the Post Awards Meeting (PAM). The contractor shall seek approval in writing from CDPHE to change their I&E Committee selection.
 - a. Maintain an I&E Committee exclusive to their own organization (this provides full autonomy to the Contractor for their own informational and educational materials), or
 - b. Join a regional I&E Committee to jointly review and approve informational and educational materials (Contractors in similar communities to share I&E Committee responsibilities and materials).

Primary Activity #5:

The Contractor shall participate in quality assurance and quality improvement activities.

Sub-Activity #5:

1. The Contractor shall conduct at least one (1) patient satisfaction survey of SRH patients annually to inform clinical services and quality improvement projects.
2. The Contractor shall participate in one (1) quality assurance activity annually with CDPHE, completing one of the following each year in rotation:
 - a. Administrative & Fiscal Site Visit

- b. Clinical Site Visit
- c. Self-Audit of Patient Charts

Primary Activity #6:

The Contractor shall report appropriate data regarding work performed under this agreement.

Sub-Activity #6:

1. The Contractor shall submit progress reports annually on the last business day of July and January. Report due dates will be shared with the Contractor via newsletter and email reminders.
2. The Contractor shall submit encounter-level data on the SRH services provided to iCare on a quarterly basis or more frequently if requested, in accordance with the reporting guidance provided by CDPHE.
 - a. The Contractor shall request access for iCare users in writing, submitted to cdphe_familyplanning@state.co.us.
3. The Contractor shall provide other necessary data required for federal reporting, collected by CDPHE through a supplementary survey annually.
4. The Contractor shall maintain up-to-date organization contact information in the Agency Management System (AMS) provided by CDPHE. This includes staff identified for roles such Project Coordinator, Fiscal Contact, Signature Authority, etc.
5. The Contractor shall report Expenditure and Revenue data, in accordance with the template and guidance provided by CDPHE, on a monthly basis with its invoice.
6. The Contractor shall participate in other data collection and/or state-level evaluation efforts, as appropriate.

Standards and Requirements:

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall not subcontract any of the required services as outlined in the CDPHE FPP Administrative Manual without prior written approval from CDPHE.
 - a. The Contractor shall be responsible for monitoring any subcontracted providers of Title X services for compliance with all State and Federal requirements.
3. The Contractor shall read and abide by the guidelines and requirements described in the CDPHE FPP Administrative Manual and CDPHE FPP Clinical Manual. The services provided by the Contractor to the patients it serves shall be performed pursuant to law and in accordance with prevailing medical standards of care for the same or similar medical, nursing and professional services. The services provided shall also comply with applicable:
 - a. CDPHE FPP Administrative Manual and Clinical Manual at <https://cdphe.colorado.gov/fpp/subrecipient-resources/manuals-and-guides>
 - b. Any applicable fiscal or administrative policies, laws, and regulations of the State or Federal government, incorporated and made part of this contract by reference, available at <https://cdphe.colorado.gov/fpp/subrecipient-resources>.
4. The Contractor shall comply with applicable State and Federal laws and regulations related to patient confidentiality in providing SRH services:

- a. Contractor shall maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other relevant state and federal statutes protecting privacy and confidentiality of patient health information and

- medical records.
- b. Contractor shall ensure that all information as to personal facts and circumstances about patients obtained by the project staff is held confidential and not disclosed without the individual's documented consent. Contractor shall implement appropriate safeguards for confidentiality, including prohibiting providers from releasing a patient's individual information unless the provider has written authorization for the release, the release is necessary to provide services to the patient, or the state or federal law requires the release.
5. The Contractor shall comply with all applicable Colorado State and Federal Title X regulations when using contract funds contained in this Contract to fulfill the Statement of Work. Services provided shall comply with applicable:
- a. Title X statute, regulations, and legislative mandates incorporated and made part of this contract by reference, available at <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>.
- b. Contractor shall uphold the Colorado State regulation (Colo. Rev. Stat. § 13-22-105) that all adolescents, regardless of age must be allowed services and may consent for their own visits. Service provision cannot be conditioned on parental consent or notification.
- c. The Contractor shall ensure that any subcontractors are fulfilling Title X requirements by embedding the Title X regulations and requirements into the subcontractor Memorandum of Understanding (MOU), contracts, and/or interagency agreements.
6. The Federal and/or State family planning funding provided by CDPHE cannot be the sole funder of the Contractor's SRH services or program. The Contractor shall show a financial contribution of other funds from local, regional, grant, patient, Medicaid, or other third party revenue sources.
7. The Contractor shall only utilize program income generated by billing and reimbursement for SRH services (patient fees, donations, and third-party billing) for the purposes of supporting the program and further delivery of SRH services.
8. The Contractor shall maintain written policies, procedures, and protocols as required by Title X regulations and family planning program guidelines. The Contractor may adapt templates provided by the FPP for this requirement, or use their own policies and procedures.
9. The Contractor shall read, share and act, when appropriate, on the information provided in the FPP's biweekly newsletter, which is the primary mode of communicating important FPP information and updates, emailed from CDPHE to the contractors. The Contractor shall stay informed of changes in policy, updates to program reporting, and programmatic changes.
10. The Contractor shall provide fiscal oversight and shall be solely responsible for compliance with all provisions and deliverables under this Contract. 11. The Contractor shall submit communications to the FPP inbox via email (cdphe_familyplanning@state.co.us).
12. The Contractor shall respond to FPP email communications, such as requests for information, data and/or meetings, etc., within 5 business days.

Expected Results of Activity(s): 1. Increased number of people getting their SRH needs met with high-quality clinical services, through increased access and improved equity.	
Measurement of Expected Results: 1. Qualitative and quantitative data collected from required activities and deliverables compared to historical data.	
Deliverables:	
Description	Completion Date
1. The Contractor shall submit a record of required staff training completed for: a. New staff orientation b. Annual Training Plan c. Staff Acknowledgement of Title X Requirements d. CDPHE FPP Administrative & Clinical Manuals Review	Annually, by June 30
1. The Contractor shall submit documentation of the outreach activity conducted.	Annually, by June 30
2. The Contractor shall submit documentation of the I&E Committee hosted.	Annually, by June 30
3. The Contractor shall submit documentation of the client satisfaction survey conducted.	Annually, by June 30
4. The Contractor shall submit documentation as requested for the applicable quality assurance activity (administrative and fiscal site visit, clinical site visit, or chart review).	By deadline provided by CDPHE FPP Staff
5. The Contractor shall submit bi-annual progress reports.	Annually, by January 31 and July 31
6. The Contractor shall submit encounter-level data on services provided to all SRH patients through iCare (https://www.healthinformatics.dphe.state.co.us), in accordance with the specifications provided by the FPP.	No later than the 15th of the month for each quarter October 15, January 15, April 15, and July 15

7. The Contractor shall update organization contact information in the Agency Management System (AMS).	Within 30 days of contact information change
8. The Contractor shall submit Expenditure and Revenue Report data through the monthly invoice process.	No later than forty-five (45) days after the last day of each month

ATTACHMENT I

9. The Contractor shall submit any subcontract or any memorandum of understanding pertaining to this contract to CDPHE for prior approval.	No less than 30 days prior to the intended start date of the subcontract or MOU
V. Monitoring CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Family Planning Program Team (i.e Program Manager, Medical Director, Program Coordinator, and Program Assistant). Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and data reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.	
VI. Resolution of Non-Compliance The Contractor will be notified in writing within thirty (30) calendar days of discovery of a compliance issue. Within forty-five (45) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the CDPHE Family Planning Program Team (i.e Program Manager, Medical Director, Program Coordinator, and Program Assistant) and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.	

Chart Title



Description of Item	Rate	Quantity	Approved Amount
			\$168,239.97
10%			\$15,294.54
			\$15,294.54
Description of Item			Total Amount Requested from CDPHE
			\$152,945.43
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
			\$-
Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
			\$1,259.20
			\$-
			\$-
			\$-
			\$-



COLORADO
Department of Public
Health & Environment

Version 6.2024

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #

Contractor Name	Gunnison County Health and Human Services	Program Contact Name, Title, Phone and Email	Shonna Gray, Clinical Services Manager; 970-641-7910; sgray@gunnisoncounty.org
Budget Period	July 1, 2025 - June 30, 2026	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant; 970-641-7679; jwise@gunnisoncounty.org
Project Name	Gunnison County Family Planning Program	Contract (CT or PO) Number	TBD

Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross of Annual Salary	Fringe	Percent of	Total Amount Requested from
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Family Planning Coordinator (RN)	Manage program, train staff, nurse navigation	\$ 43.45	\$ 15.20	1020.0	\$ 59,823.00
FP Clinician	Physical Exams; Providing all forms of birth control methods	\$ 62.16	\$ 6.21	468.0	\$ 31,997.16
FP Admin	Answer phones, greet people, make appointments, answer appropriate questions, and submit billing and coding from visits.	\$ 24.60	\$ 8.61	215.0	\$ 7,140.15
FP Medical Assistant	Provide assistance to FP Clinicians, and check-patients in at the room, run labs, report results, support FP Coordinator	\$ 29.62	\$ 5.00	416.0	\$ 14,401.92
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Personal Services (including fringe benefits)					\$ 113,362.23
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Medical Supplies	Drapes, Needs, Speculums, Equipment	\$ 200.00	12.0	\$ 2,400.00	
Pharmacy	Brith Control Methods, STI treatment meds	\$ 2,700.00	12.00	\$ 32,400.00	
Lab Services	CDD and CDPHE Lab Expensis	\$ 150.00	12.00	\$ 1,800.00	

Professional Services	Vasectomies	\$ 75.00	12.00	\$ 900.00
Registration Fees	Annual Conferences and education	\$ 500.00	1.00	\$ 500.00
Office Supplies	Paper, Storage supplies, computers, phones	\$ 27.00	12.00	\$ 324.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Supplies & Operating				\$ 38,324.00
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from
Mileage	Annual Family Planning conferences; Training; Community Outreach	\$ 0.70	256.0	\$ 179.20
Meals	Annual Family Planning conferences; Training; Community Outreach	\$ 60.00	9.00	\$ 540.00
Lodging	Annual Family Planning conferences; Training; Community Outreach	\$ 180.00	3.00	\$ 540.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel				\$ 1,259.20
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Contractual				\$ -
SUB-TOTAL OF DIRECT COSTS				\$ 152,945.43
Indirect				
Item	Description of Item	Total Amount		
Federally-Negotiated				
CDPHE-Negotiated Indirect				
De minimis Indirect Cost	10%	\$ 15,294.54		
Total Indirect				\$ 15,294.54
TOTAL				\$ 168,239.97
Advance (If Applicable)				
Item	Description of Item	Approved Amount		
CDPHE Approved Advance	<Grantee Name> received approval for a XX% advance			
Total Advance				\$0.00

Current 146, 296

Goal 168,240



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH SAMPLE BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #16 FHLA 74469

Contractor Name	ABC Health Center	Program Contact Name, Title, Phone and Email	Jane Smith, Executive Director, 303-888-5555, jane.smith@abchealthctr.org
Budget Period	7/1/18-6/30/19	Fiscal Contact Name, Title, Phone and Email	John Williams, Finance Director, 303-888-5556, john.williams@abchealthctr.org
Project Name	XYZ Project	Contract (CT or PO) Number	CT,FHLA,2018*0123

Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross of Annual Salary	Fringe	Percent of	Total Amount Requested from
Principal Investigator	The Principal Investigator will provide project oversight to include strategic planning and visioning, project management, budget oversight and oversight of future implementation strategies of the XYZ project.	\$ 85,000.00	\$ 21,250.00	40.0%	\$ 42,500.00
Project Manager	The project manager will provide overall coordination and oversight of the XYZ program, assisting with staffing and training and ensuring continuous communication between project stakeholders.	\$ 65,000.00	\$ 16,250.00	100.0%	\$ 81,250.00
Finance Manager	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary.	\$ 36,000.00	\$ 7,920.00	20.0%	\$ 8,784.00
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Student Worker	A graduate student worker (PhD candidate) will be hired to assist with project operations and evaluation activities as assigned for a period of 12 months and approximately 1000 hours.	\$ 22.50	\$ 5.63	1040.0	\$ 29,255.20
Administrative Assistant	Administrative project support (copies, answering	\$ 15.00	\$ 3.75	520.0	\$ 9,750.00
Total Personal Services (including fringe benefits)					\$ 171,539.20
Supplies & Operating Expenses					

Item	Description of Item	Rate	Quantity	Total Amount Requested from
Telephone lines/long	Telephone service, long distance and internet access.	\$ 206.32	2.4	\$ 495.17
Public education visual aids	10 unique visual displays to provide education to community members on the health effects of cardiovascular disease. Approximate unit cost per visual display is \$50.	\$ 50.00	10.00	\$ 500.00
Postage	Mailing of postcards to seniors (500 in database, \$.25/postcard) announcing health prevention workshops.	\$ 0.25	500.00	\$ 125.00
Copying/Printing	Printing of postcards (\$1.50 for color x 500)	\$ 1.50	500.00	\$ 750.00
Office supplies	Copy paper for the project (5 reams @ \$22/ream)	\$ 22.00	5.00	\$ 110.00
Total Supplies & Operating				\$ 1,980.17
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from
Mileage	Principal investigator will attend two (2) mandatory trainings in Denver. Round trip is approximately 300 miles x 2 trips = 600 miles. Agency reimbursement rate is \$.56/mile.	\$ 0.56	600.0	\$ 336.00
Meals	Principal investigator will attend two (2) mandatory trainings in Denver. Meal estimate is based on current government per diem rate for Denver: Travel day per diem reimbursement at \$49.50 and full day reimbursement at \$66.00. Costs represent two days of travel per diem and two days of full per diem for each training since meals will not be provided. (2 x \$49.50) + (2 x \$66) = \$99 + \$132 = \$231/per training, per person.	\$ 231.00	2.00	\$ 462.00
Lodging	Overnight stay for Principal Investigator to attend two mandatory meetings in Denver. Estimate is based on current government per diem rate for Denver. \$149/night x 3 nights x 2 trainings	\$ 149.00	6.00	\$ 894.00
Parking	Parking in downtown Denver for two mandatory meetings - \$10/day x 6 days.	\$ 10.00	6.00	\$ 60.00
Total Travel				\$ 1,752.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from
Local Community Consultant, Inc.	A contractor will be hired to determine community perceptions and needs related to obesity and chronic disease using participatory research strategies. The contractor will develop and implement a survey, conduct focus groups (minimum of 3), analyze data, and report on the results. This research is critical for achieving the proposed objectives and will guide remaining work in years two and three. Hiring a contractor is necessary (program staff do not possess the specialized research skills necessary to complete this phase of the work plan) and is more cost effective than hiring a full-time employee. A Request for Proposal will be used to select the contractor.	\$ 7,500.00	1.0	\$ 7,500.00
Total Contractual				\$ 7,500.00
SUB-TOTAL OF DIRECT COSTS				\$ 182,771.37
Indirect				
Item	Description of Item	Total Amount		
Federally-Negotiated	ABC Health Center has a federally-negotiated rate of 33.5% of total direct costs.	\$ 61,228.41		
CDPHE-Negotiated Indirect				
De minimis Indirect Cost				

Total Indirect		\$ 61,228.41
TOTAL		\$ 243,999.78
Advance (If Applicable)		
Item	Description of Item	Approved Amount
CDPHE Approved Advance	ABC Health Center received approval for a 10% advance	\$24,399.98
Total Advance		\$24,399.98

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community of Practice Facilitator Scope of Work Ag

Action Requested: County Manager Signature

Parties to the Agreement: Colorado School of Public Health

Term Begins:

Term Ends:

Grant Contract #:

Summary:

presentation contract for education

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/22/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



Cannabis Prevention Education Project Spring 2025

Community of Practice Facilitator Scope of Work Agreement

Cannabis Prevention Education Project Spring 2025 Community of Practice

A Community of Practice (CoP) is a physical or virtual space created by people who are open to discussing and learning from one another as they share commonalities, passion, and/or an interest in a common topic. By participating in a COP, individuals may emerge with newfound best-practices, skills, and knowledge.

Project Time Period: February 1st 2025 – May 12th 2025

Project Description:

This CoP will support the larger goals of the Cannabis Education Tax Refund Project to educate and inform the practice of professionals related to Colorado's cannabis laws, health effects, and prevention of cannabis use among young people by hosting a 1-hour, 4-series monthly (February – May 2025).

The purpose of this CoP will be to explore and discuss topics informed by community champions and professionals to better understand resources, skills, and knowledge that professionals working in youth-serving organizations may need to delay the onset initiation of potential cannabis use, engage authentically with young people, and support young people to thrive in their communities.

This CoP will be offered as an asynchronous/synchronous learning space that may involve asking the participant to do prep work relating to that month's topic of discussion prior to the monthly discussion to create the best learning experience for the participant. Below outlines a schedule of the monthly learning topics as well as corresponding learning objective.

2025 Monthly Topics	CoP Learning Objectives
Substance Use Prevention Practices from a Trusted Adult, February 6 th	Discuss different practices and strategies to build a trusting relationship with a young person
The Landscape of Substance Use Prevention in CO, March 6th	Discuss the landscape and opportunities that cannabis retailers play in substance use prevention
Adolescent Substance Use Prevention at the State Level, April 3rd	Discuss the adolescent substance use prevention landscape in CO
HKCS Data: Top 2023 Data Stories, May 8 th	Discuss 2023 HKCS data and prevention data stories

CoP Intended Audience

Prevention Professionals, Community Champions, Local Public Health Agencies (LPHA's), Youth-Organizations working in prevention spaces to delay the initiation of cannabis use among young people.



Deliverables FY'25

- A 1-hour learning discussion plan that is tailored to the intended audience and outlines the monthly topics (February – May 2025)
 - This learning discussion plan may include any asynchronous prep work such as article readings, podcasts, stories, etc.
 - This CoP space should be a facilitated exploration and discussion of the monthly topic and content with the group
- Make links between the Cannabis Education Prevention Training Suite Modules and the topic of discussion to further support the learning environment whenever possible
- Check-ins with RM-PHTC Team as necessary to support the facilitators and CoP space

Facilitator Deliverables Timeline

Deliverable	Description	Deadline
Prep discussion content	▪ Prep 1-hour discussion content to supports monthly topic learning outcomes. Content may include a presentation, scenarios, examples, etc. to discuss with the participants	January 30 th , 2025
1-hour facilitated discussion	▪ Facilitate and lead the presentation/discussion on <i>Substance Use Prevention Practices from a Trusted Adult</i> Learning Objective:	February 6 th , 2025
CoP Prep Check-ins (as needed)	▪ Check-in with RM-PHTC Team as necessary to support the facilitators and COP space	February 6 th , 2025

RM-PHTC Team Project Responsibilities

Beth Stewart – Senior Project Coordinator || Contact Info: elisabeth.stewart@cuanschutz.edu

- Assist with the coordination and communication between each monthly facilitator to support the development and launch of this CoP
- Continue to promote the CoP and larger Cannabis Education Prevention Project among identified community champions and professionals
- Generate a Zoom link that will be used to invite community champions and professionals into the CoP space
 - Set-up Zoom link so that CoP facilitators will have hosting capabilities
- Send CoP reminders with CoP Zoom Link invite to registered participants

Facilitator Responsibilities

- Prep 1-hour monthly discussion
- Facilitate 1-hour monthly topic discussion and content with participants
- Check-in with RM-PHTC as necessary



- Plan to join the live session from a quiet location where you can hardwire your internet connection or guarantee a VERY stable WIFI connection
- Arrive 10-15 minutes before the start of the CoP
- Promote inclusive and equitable language
 - Understand and recognize who your audience is
- If any prep work needs to be completed before the CoP send over to RM-PHTC Senior Project Coordinator to be communicated out to participants
 - Send over at least 1 week prior to the CoP
- If resources were suggested during the CoP, send links to these resources to RM-PHTC Senior Project Coordinator to share with the participants afterwards (if applicable)

Compensation and Invoicing

These trainings offered by the Rocky Mountain Public Health Training Center are almost exclusively offered free-of-charge to professionals in our six-state region, thanks to grant funding. We value the expertise you bring and appreciate your partnership in making this training a valuable learning experience. **We are able to offer a total compensation of \$250** for your time and expertise for the facilitation of this course. If there is more than one presenter in a session, **we are able to offer \$125/per session/presenter OR \$250 to your organization as a presenter for this series for a total compensation of \$250**

To be compensated, please complete this form for payment processing:

tinyurl.com/RMPHTC-SME . Please contact Beth Stewart at elisabeth.stewart@cuanschutz.edu when the payment form has been completed.

If you would like to be compensated \$250 as an individual, please check the box:

☐

If you would like your organization to be compensated \$250, please check the box:

☐

OR

If you would like to waive this compensation, please check the box:

☐

Once the completion of your presentation has been met, please submit an invoice to Garrett Sawyer – garrett.sawyer@cuanschutz.edu to finish the compensation process. The Project Coordinator will be happy to assist as needed with this process.

Thank you for your partnership and support of a public health workforce with the knowledge and skills to address the complex public health issues of today... and prepared for tomorrow. **We appreciate you sharing your time and expertise!**

I have reviewed the content in this agreement fully and agree to the expectations and compensation outlined within this document.



**Matthew Birnie
County Manager
Gunnison County**

By: _____

Name: _____

Title: _____

Date: _____

**Regents of the University of Colorado, a body corporate, for and on behalf of the University of
Colorado Denver School of Public Health**

By: _____

Name: _____

Title: _____

Date: _____

Federal I.D. Number: 84-6000555

Read and Acknowledged By: University of Colorado Denver School of Public Health

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Walter Sorrentino

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Professional Services Agreement; Walter Sorrentino; CBOE Hearing Officer

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/29/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes

☐

No

☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ____ day of _____, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and WALTER A. SORRENTINO, whose address is 25587 CONIFER ROAD, SUITE 105-223, CONIFER, CO 80433 ("Contractor").

RECITALS

WHEREAS, Gunnison County sits as the County Board of Equalization ("CBOE") pursuant to C.R.S. § 39-8-101; and

WHEREAS, the CBOE pursuant to C.R.S. § 39-8-102(2)(i) has the authority to appoint independent referees experienced in property valuation to conduct hearings that review the valuations for assessment of all taxable property in the County ("Hearing Officer"); and

WHEREAS, The Contractor is experienced in property valuation and desires to provide professional services as the Hearing Officer for the CBOE, as more fully described in his proposal for services, attached and incorporated into this Agreement as Appendix A ("Services"); and

WHEREAS, Gunnison County in its role as the CBOE desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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 October 1, 2025, and shall terminate on October 31, 2026, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its duties as the CBOE as required by C.R.S. § 39-8-101 et. seq.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees at SIXTY FIVE U. S. DOLLARS PER HOUR (\$65.00) for Services described as billable hours in Appendix A, these billable hours specifically exclude travel time to and from Gunnison County offices at 200 E. Virginia Ave., Gunnison, CO 81230 ("Compensation").

Travel time to and from Gunnison County offices shall be reimbursed at the 2025 IRS vehicular mileage rate of SEVENTY U.S. CENTS PER MILE (\$0.70/mile), with a limit on each one-way distance travelled of one-hundred and fifty miles (150 miles) as proposed in Appendix A. Gunnison County shall also reimburse Contractor for overnight stays in Gunnison that are reasonably necessary during Contractor's provision of Services. For Services completed in 2026, the 2026 IRS vehicular mileage rate shall apply. 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. 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.

6. 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.

7. 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.

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(b), and the State's risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for

a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

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

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

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

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

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

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

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

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

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest,

direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. FORCE MAJEURE.

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

20. NOTICES.

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

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

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

Contractor: Walter A. Sorrentino
 25587 Conifer Rd.

Suite 105-223
Conifer, CO 80433

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

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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By:  _____
Walter A. Sorrentino

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

APPENDIX A SCOPE OF SERVICES

Walter A. Sorrentino
25587 Conifer Road Suite 105-223
Conifer, Colorado 80433
Phone 303.995.4917

Hearings Officer

for the Honorable Board of Gunnison County Commissioners
acting as the Gunnison County Board of Equalization (CBOE/BOCC)

Problems facing the CBOE/BOCC hearing and addressing taxpayer appeals of property valuations used to determine ad valorem taxes appear to be based in cost-effectiveness. This scope of work attempts to recognize restricted county budgets and the need to hear property valuation appeals in the most cost-effective method possible.

I, Walter A. Sorrentino, will make myself available, in person, to hear appeals submitted by Gunnison County taxpayers concerning the valuations assigned to their properties. In order to expedite scheduled hearings I will attempt to review all exhibits submitted by both the Petitioner (taxpayer) and the Respondent (Assessor) prior to hearing. On scheduled hearing dates, I will travel to Gunnison County offices where I will utilize personal supplies (personal computer, recording devices, office supplies, etc.), county provided equipment (personal computer loaded with necessary CBOE/BOCC forms and schedules) and a hearing room(s) to conduct appeal hearings. Unless an appeal is of sufficient complexity to require additional review; prior to closing each hearing I will attempt to inform the Petitioner and the Respondent of the recommendation I will be making to the CBOE/BOCC. I will attempt to write recommendations for review by the CBOE/BOCC before the close of business on the date the hearing is completed or as soon as possible thereafter. I will attempt to avoid overnight stays in Gunnison unless Gunnison County staff recommends a hotel/motel stay is reasonably necessary. I will initially cover the cost of all hotel/motel overnight stay(s) and upon the closing of appeal hearings I will timely submit invoice(s) for reimbursement by Gunnison County.

I will work for an hourly compensation for my services of **\$65.00 per hour**. Billable hours will include time spent hearing appeals as well as the time required to complete summaries and value recommendations for consideration by the CBOE/BOCC. I will use the 2025 IRS standard vehicular mileage rate of \$0.70 per mile to compensate for travel costs and will use the 2026 IRS standard vehicular mileage rate once applicable; I estimate distance traveled, one-way, to be approximately 150 miles. Billable hours will not include travel time to and from Gunnison. Billable hours will not include preliminary review time performed to expedite hearings.

I will make myself available at the convenience of the CBOE/BOCC for review/explanation of any appeal recommendations I submitted for their approval. The CBOE/BOCC review of the Hearings Officer's recommendations, either in-person or remote interview time, travel, and overnight stays will be billable as set forth above.

I feel compelled to disclose to the Gunnison CBOE/BOCC that I am also contracted to perform the same services for the Honorable Board of Boulder County Commissioners acting as the Boulder County Board of Equalization. Boulder County hears all ad valorem appeals remotely using Microsoft Teams; I do not expect there to be any scheduling conflicts.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Simple Gift Application; Rocky Mountain Health Fou

Action Requested: Other Grant Application Approval

Parties to the Agreement: Rocky Mountain Health Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HHS would like to apply again on behalf of the Community Health Coalition for the Rocky Mountain Health Foundation Simple Gift award. Request is \$10,000 for Health Coalition operations including staff time.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

☒

Required

☐

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/22/2025

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒

Consent Agenda

☐

Regular Agenda

☐

Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



Simple Gift Application ▾

[Save Draft](#)[Mark Complete](#)[Close](#)

FAQ's:

- **Ack! I have to finish this later.** No problem. Click "Save Draft" at the top or bottom of the page.
- **Woot-woot! My application is complete.** Great! Double check that you have completed all fields and then click the blue "Mark Complete" button at the top or bottom of the page. You will then be able to click the green 'Submit' button to complete the application process.
- **Can I print this or save a copy?** Yes! Click on the tiny blue triangle to the right of the header **Simple Gifts Application**. Then click "Print Form" for a printer-friendly version. Right click on the page and choose "Print" or "Save As" from the pop-up box.

Last saved at 3:24:29 PM

Simple Gifts Grant Application

If you have questions or need help completing the application, please contact us at 970-644-8188.

ORGANIZATION INFORMATION

Current Year

Legal Name of Organization

Gunnison County

Public/Preferred Name of Organization:

Gunnison County Community Health Coalition

Nonprofit Status

we are a govt/tribal/school/public entity

**9-digit FEIN**

84-6000770

Requested format: xx-xxxxxxx

Website

www.gunnisoncounty.org

What is your organization's mission statement?

The Community Health Coalition is an inclusive and dynamic group of health and human services professionals dedicated to improving social, physical, mental and spiritual health for all community members.

What is the amount of your organization's current budget?

\$ 50,400

ACTIVITIES & OUTCOMES

**What is the amount of your grant request? Please round to the nearest thousand.
(ex. \$6000, not \$5700)**

\$ 10,000

Who does your organization serve, and what services/activities do you provide?

The Gunnison County Community Health Coalition (Health Coalition) serves as a platform for information sharing and proactive initiatives, enabling its members to coordinate efforts in identifying and addressing community health needs, advocate for systemic changes, and empower individuals to live healthier lives. Representing more than twenty community organizations, the Health Coalition fosters collaboration by breaking down silos and improving joint efforts. Guided by the collective impact model, Health Coalition members identified the top three community needs, which led to the formation of three subgroups: Access to Services, Sense of Welcoming and Belonging, and Workforce Support. These subgroups have since launched a variety of projects to tackle the identified needs, directly benefiting the community. The Health Coalition work is organized and sustained through the Coordinator position, who works to engage key community stakeholders, foster community connections and resource accessibility, and track progress toward Coalition objectives identified in the Coalition's Strategic Plan.

Word Count: 150 / 150

What is your primary outcome, goal, or change for clients? We know that you are likely to have multiple client outcomes but please select your most important one to complete the statement below:

a) For the people we serve, the most important outcome/goal/change we want to see is that they...

The most important goal we want to see for the people we serve is having increased needs met related to accessing services, feeling welcome in their community, and feeling supported as a member of the local workforce. Over the last year, the Health Coalition has made large strides in interagency collaboration. This positive change has led to the successful development and rollout of Health Coalition projects, such as Community Champion newspaper campaigns, Welcoming and Belonging trainings for local organizations, and also the community-owned Employee Assistance Program (EAP). Recently, the Access to Services subgroup pivoted its focus to suicide prevention since the Gunnison community experiences a suicide rate higher than the national average. The goal of this subgroup for the upcoming year is to identify gaps in community suicide prevention and implement a tool to connect at-risk individuals to suicide prevention resources.

b) We know that our clients are making progress to this primary goal by measuring these things: (please limit your indicators to no more than four)

- 1) Partnerships: We measure these changes using quantifiable data, such as the number of successfully secured grants that arose from Health Coalition partnerships.
- 2) Access to services: To measure the impact that the Health Coalition has on connecting community members to services, we will measure utilization data for suicide prevention resources (e.g., number of unique users and website visits on a suicide prevention website).
- 3) Sense of welcoming and belonging: To measure the impact that the Health Coalition has on encouraging feelings of welcoming and belonging among community members, we will collect qualitative data through an updated State of the Community report, and quantitative data through the Katz Amsterdam social connectedness survey.

GEOGRAPHIC COVERAGE

How many people did you serve in your most recently completed fiscal year?

What Western Slope counties did you serve in your most recently completed fiscal year? Select all that apply, then provide the ESTIMATED or ACTUAL % served in each of those counties.

- ☐ Archuleta
- ☐ Delta
- ☐ Dolores
- ☐ Eagle
- ☐ Garfield
- ☐ Grand
- ☒ Gunnison
- ☐ Hinsdale
- ☐ Jackson
- ☐ La Plata
- ☐ Lake
- ☐ Mesa
- ☐ Moffat
- ☐ Montezuma
- ☐ Montrose
- ☐ Ouray
- ☐ Pitkin
- ☐ Rio Blanco
- ☐ Routt
- ☐ San Juan
- ☐ San Miguel
- ☐ Summit
- ☐ Outside Western Slope

Gunnison - %

The total should equal 100%. If it does not, please check your entries.

Are your percentages for people served in each county ESTIMATED or ACTUAL?



CLIENT DEMOGRAPHICS

Why do we ask for demographics? As one of the Foundation's core values, we support equity by identifying and helping to eliminate disparities that keep people from a healthy life. One indicator of equity that we consider is the demographic profile of the people you serve and especially how it compares to the ethnicity/racial profile of the community. Preference will be given to organizations who are serving people of color equal to or greater than the % for the primary county and age group served.

Please provide ESTIMATED or ACTUAL percentages for the race and/or ethnicity of the people you served in your most recently completed fiscal year.

Asian (for ex., Chinese, Asian Indian, Filipino, Vietnamese, Korean, Japanese, etc.)

Black or African American (for ex., African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc.)

Hispanic or Latino (for ex., Mexican, Puerto Rican, Salvadorian, Cuban, Dominican, Guatemalan, etc.)

Middle Eastern or North African (for ex., Lebanese, Iranian, Egyptian, Syrian, Iraqi, Israeli, etc.)

Native American or Alaskan Native (for ex., Navajo Nation, Ute Mountain Ute Tribe, Southern Ute Indian Tribe of the Southern Ute Reservation, Aztec, Maya, Nome Eskimo Community, etc.)

Native Hawaiian or Pacific Islander (for ex., Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese, etc.)

White (for ex., English, German, Irish, Italian, Polish, Scottish, etc.)

More than one race and/or ethnicity

Race and/or ethnicity unknown or not reported

The total should equal 100%. If it does not, please check your entries.

Are your percentages for ethnicity/race ESTIMATED or ACTUAL?



On what data did you base these estimates?

For the following question, please refer to the DOLA demographic tables found [HERE](https://rmhealth.org/resources/western-slope-demographics/) (<https://rmhealth.org/resources/western-slope-demographics/>) If you serve multiple counties, compare the demographics for the primary county you serve.

Is the percentage of people of color served by your organization equal to or greater than the % for your county?



GRANT REPORTING

Did your organization receive a Simple Gifts grant last year?



Refer to the outcome (measurable change) presented in your 2024 application: Did you achieve the outcome/goal/change you intended for your clients? Please provide a brief summary of your measurable data and results. Include any limitations or challenges you encountered.

The Health Coalition achieved our goal of rolling out a community-owned Employee Assistance Program (EAP). The program served 150 employees, and their household members, and utilization rates surpassed the national average. All employees fell within our priority population as individuals with reduced access to behavioral health resources. Pre-assessment surveys confirmed risk factors among employees, such as alcohol/substance use and observable symptoms of stress and burnout. The services offered by the EAP provider included resources to address these risk factors, and utilization data revealed that services were utilized to address some of these behaviors. The EAP is beginning its second year of implementation, and is now a standalone program apart from the Health Coalition.

Another goal presented in our 2024 application was exploring technological tools for streamlining referral processes. The goal of the project was to improve referrals between the hospital, Gunnison County Juvenile Services and Health and Human Services, and local nonprofits that provide basic needs. Through the subgroup's research, they determined that the hospital was a major contributor of client referrals to basic needs resources. After months of collaborating with Community Resource Network (CRN) and developing a proposal for implementing a pilot program of CRN users, the Health Coalition Leadership group determined that the project was not feasible due to the hospital being required to undertake a company-wide data platform change. While this project was not successful, the information served invaluable for community organizations as conversations around the need to adopt a digital referral platform have continued.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Small Dollar Grant Agreement; 23BRIC25-GUNN; Emerg

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State of Colorado and Gunnison County

Term Begins: Oct 24, 2024

Term Ends:

Grant Contract #:

Summary:

BRIC Grant for hiring a contractor to assist with updating the Gunnison County Hazard Mitigation Plan. The current plan expires Jan 27, 2026

Fiscal Impact: \$23,784.50

Submitted by: Scott Morrill

Submitter's Email Address: smorrill@gunnisoncounty.org

Finance Review:

☒ Required

☐ Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 1/29/2025

County Attorney Review:

☒ Required

☐ Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐ No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☒ Consent Agenda

☐ Regular Agenda

☐ Worksession

Time Allotted: 0

Agenda Date: 2/4/2025



COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety

Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Matthew Birnie
County Manager
Gunnison County
200 East Virginia Avenue
Gunnison, CO 81230

November 21, 2024

23BRIC25-GUNN

Re: Grant Award for the Building Resilient Infrastructure and Communities (BRIC) 2023 Program

The Colorado Division of Homeland Security & Emergency Management (DHSEM) is pleased to inform you that your application for funding pursuant to the Building Resilient Infrastructure and Communities (BRIC 2023) is approved and awarded in the amount of \$95,137.00 (\$71,352.50 in Federal funds and \$23,784.50 from Local).

DHSEM will issue your grant award as a Small Dollar Grant Agreement (SDGA). DHSEM will issue the completed SDGA and terms and conditions for your grant award to you. If your organization has updated or changed W-9 or banking information, new forms are required to update our financial system prior to issuing and completing the SDGA process.

The period of performance for the BRIC 2023 SDGA is from **October 24, 2024** to **June 30, 2026**. All requests for reimbursements must cover work completed, or expenditures claimed, within this period of performance as outlined in the Statement of Work.

I can be reached at (720) 630-0770 or markw.thompson@state.co.us to answer any additional questions regarding your SDGA or the BRIC 2023 grant program.

Sincerely,

Mark Thompson
State Hazard Mitigation Officer
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: Matt West, Mitigation Planning Supervisor
File



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director



Letter of Acceptance

Award Letter Dated: November 21, 2024

Building Resilient Infrastructure and Communities 2023 (BRIC 2023)

Gunnison County

23BRIC25-GUNN

This letter serves as notification and acceptance of the Small Dollar Grant Agreement (SDGA) for the Building Resilient Infrastructure and Communities 2023 (BRIC 2023) in the amount of \$95,137.00 (\$71,352.50 in Federal funds and \$23,784.50 from Local) issued by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (CDPS/DHSEM).

By signing below, the agency, in accordance with acceptance, acknowledges the receipt, review and concurrence of the provided terms and conditions, scope of work, and any additional requirements identified. Additionally, if the agency has updated W-9 or banking information since last conducting business with the CDPS / DHSEM, such documents are included with this Letter of Acceptance for issuance of the award through the State financial system.

By signing and returning this letter, the undersigned holds authority to enter into, and understands and accepts all the terms and conditions outlined for the Small Dollar Grant Agreement referenced above.

Signature _____

By (Printed Name): _____

Title: _____

Date Signed: _____



Small Dollar Grant Award (SDGA)

Statement of Work

State Agency

Department of Public Safety, Division of Homeland Security and Emergency Management

Grantee

Board of County Commissioners of Gunnison County

Grantee UEI

NSN9FAGKEDJ9

Agreement Number

23BRIC25-GUNN

Agreement Performance Beginning Date

October 24, 2024

Current Agreement Expiration Date

June 30, 2026

Current Agreement Maximum Amount

\$71,352.50

Current Agreement Match Amount

\$23,784.50

1. Federal Award Information

Federal Award ID # (FAIN)

EMD-2023-BR-002-0012

Federal Award Date

November 13, 2024

Federal Awarding Agency

DHS / FEMA

Assistance Listing (CFDA)

97.047

Building Resilient Infrastructure and Communities (BRIC)

Identification if the Award is for R&D:

No

2. Grant Authority

- A. Federal Authority to enter into this Grant exists in Sections 203 and 206 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5133 and 5136);
- B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. General Description of the Project(s).

- 3.1. **Project Description.** The proposed project will develop a Hazard Mitigation Plan (HMP) Update for Gunnison County that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) "how-to" planning guidance. The plan will meet the most current FEMA and DHSEM Local Mitigation Plan Review Tool requirements. In addition, the plan will be aligned with the current State of Colorado Hazard Mitigation Plan.
- 3.2. **Project Expenses.** Project expenses include the costs to hire the contractor and local personnel to complete the project as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

Statement of Work (cont.)

- 3.3. Non-Federal Match:** This non-federal match section applies to this Grant, which requires a non-federal match contribution of 25% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match may include in-kind match.

4. Principal Representatives

For the State:

Matthew West, Mitigation Planning Supervisor
Department of Public Safety, Division of
Homeland Security & Emergency Management
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112
Matthew.West@state.co.us

For Grantee:

Scott Morrill, Emergency Manager
Gunnison County
510 West Bidwell Avenue
Gunnison, CO 81230
smorrill@gunnisoncounty.org

5. Administrative Requirements:

- 5.1.** The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.

- 5.2. Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

- 5.2.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

- 5.2.2 Equipment or tangible goods.** When requesting reimbursement for equipment items with a purchase price of or exceeding \$10,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$10,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

Statement of Work (cont.)

5.2.3 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

5.4. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

5.4.1 Any sole source transaction shall be approved in advance by the DHSEM.

5.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

5.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://sam.gov).

5.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

"This project was supported by grant #23BRIC25-GUNN, issued by the Colorado Division of Homeland Security and Emergency Management."

Statement of Work (cont.)

5.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$10,000 or more, are assigned without the prior written consent of the DHSEM.

5.5. Additional Administrative Requirements:

5.5.1 All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).

5.5.2 Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

5.5.3 Environmental Planning and Historic Preservation (EHP) Review:

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. Click this [link](#) to access the FEMA EHP screening form and instructions.

In order to initiate EHP review of the project(s) requires completion of all relevant sections of the [EHP form](#) and submit it to DHSEM, along with all other pertinent project information. The EHP review process must be completed and approved by DHS/FEMA before funds are released to carry out the proposed project; otherwise, DHS/FEMA and DHSEM may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

Statement of Work (cont.)

- 5.5.4** If ground disturbing activities occur during construction, Grantee will monitor ground disturbance, and if any potential archeological resources are discovered, Grantee will immediately cease work in that area and notify DHSEM, which will immediately notify DHS/FEMA for further action
- 5.5.5** All applicant agencies that own resources that could deploy must be on a [Colorado Resource Rate Form in WebEOC](#).
- 5.5.6** Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. Reporting Requirements:

- 6.1.** The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 15 th
April, May, June	due July 15 th
July, August, September	due October 15 th
October, November, December	due January 15 th

- 6.2.** Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the

Statement of Work (cont.)

end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. Payment:

- 7.1. Payment Schedule:** Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

- 7.2. Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

- 7.3. Payment Returns:** Any grant funds from this award not expended by the Agreement Expiration Date, or deemed ineligible under the grant program, must be returned to the State within 10 days of the Agreement Expiration Date, or notification from the DHSEM of ineligibility. Such grant funds returned to the State must be via check repayment issued to 'Colorado Department of Public Safety' with a memo line stating 'refund for [encumbrance number*]' and remit to:

**Colorado Department of Public Safety
Attn: EDO Accountant
700 Kipling Street, Suite 4000
Lakewood, CO 80215.**

*Encumbrance number for this award is found at the bottom of each page of the SOW.

Statement of Work (cont.)

8. Testing and Acceptance Criteria:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

9. Budget Agreement Amount Table:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
Organize Resources	\$ 8,262.75	\$ 2,754.25	\$ 11,017.00
Hazard Identification and Risk Assessment	\$ 33,303.75	\$ 11,101.25	\$ 44,405.00
Develop Mitigation Strategy	\$ 22,034.25	\$ 7,344.75	\$ 29,379.00
Adopt, Implement, and Monitor	\$ 4,839.75	\$ 1,613.25	\$ 6,453.00
<i>Project Activity Subtotal</i>	<i>\$ 68,440.50</i>	<i>\$ 22,813.50</i>	<i>\$ 91,254.00</i>
Project Management and Other Eligible Costs	\$ 2,912.00	\$ 971.00	\$ 3,883.00
Total Amounts	\$ 71,352.50	\$ 23,784.50	\$ 95,137.00

10. Modifications

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 4. Definitions.** The following terms shall be construed and interpreted as follows: (a) “Award” means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administers.;(b) “Budget” means the budget for the Work described in this Agreement; (c) “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) “UCC” means the Uniform Commercial Code in CRS Title 4; (e) “Effective Date” means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) “Federal Award” means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1; (h) “Grantee” means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) “Matching Funds” mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) “Recipient” means the State agency identified on the face of the Small Dollar Grant Award; (m) “Subcontractor” means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) “Work” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

State of Colorado Small Dollar Grant Award Terms and Conditions

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement

State of Colorado Small Dollar Grant Award Terms and Conditions

using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes.
- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grant.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

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- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.
- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of

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allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by

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any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

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- 26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
- 27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.
- 28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
- 29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some

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of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* 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.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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- 33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 34. Choice of Law, Jurisdiction and Venue.** *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.
- 35. Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.
- 36. Public Contracts for Services.** *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5- 102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is

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employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

- 37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.
- 38. Whistle Blower Protections.** An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. Definitions.** The following terms shall be construed and interpreted as follows: (a) “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.; (c) “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) “State Confidential Information” means any and all State Records not subject to disclosure

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under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, (g) “State Fiscal Rules” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) “State Records” means any and all State data, information, and records, regardless of physical form; (j) “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) “Work Product” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

- B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating

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to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third-party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

- C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for

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the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee’s performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

- D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.
- E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes

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of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

- F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.
- G. Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided

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by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

- H. **Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.
- I. **Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*
- J. **Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in

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equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to:
- Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement;
 - Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards;
 - Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing;
 - Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments;
 - Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS;
 - Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

State of Colorado Small Dollar Grant Award Terms and Conditions

Insert Name
Insert Title
Insert Agency Name
Insert Agency Address
City, CO ZipCode

Insert Full Date

Re: Grant Award ##XXX##XXX Modification Notification

Dear Insert Last Name,

This letter is to inform you that your award under the Insert Year Insert Grant Program Name Grant Program is modified from the original issuance of your Small Dollar Grant Award (SDGA). The modification for this letter is accompanied by the modified Statement of Work (SOW). This modification includes:

1. The period of performance for this SDGA modification is extended from the Original Expiration date of Insert Full Date to the Current Expiration date of Insert Full Date.
2. The Increase/Decrease or Budget Line Adjustment of the award amount of \$00,000.00 (funding source: \$00,000.00 of Federal, and \$00,000.00 of State, Local or Both Funds) as outlined in the attached Statement of Work (SOW).

For questions regarding your SDGA or the Insert Year Insert Grant Program Name Grant Program, please contact Insert Name at (###) ###-#### or Email Address@state.co.us, or Insert Name (###) ###-#### or Email Address@state.co.us and thank you for your assistance in managing this grant award.

Sincerely,

DHSEM Full Name
DHSEM Title
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: File

STATE OF COLORADO
SMALL DOLLAR GRANT AWARD (SDGA) MODIFICATION
STATEMENT OF WORK

State Agency

Department of Public Safety, Division of Homeland
Security and Emergency Management

Grantee

Board of County Commissioners of [County Name]
County

Grantee UEI

XXXabcXXXz12

Agreement Number

YYxxxYYxxxx

Agreement Performance Beginning Date

Month dd, YYYY

Current Agreement Expiration Date

Month dd, YYYY

Current Agreement Maximum Amount

\$00,000.00

Current Agreement Match Amount

\$00,000.00

1. FEDERAL AWARD INFORMATION

Federal Award ID # (FAIN)

AWARD No.

Federal Award Date

Month dd, YYYY

Federal Awarding Agency

ex.: DHS / FEMA

Assistance Listing (CFDA)

00.000

Grant Program Name

Identification if the Award is for R&D:

No

2. GRANT AUTHORITY

- A. Federal Authority to enter into this Grant exists in the Briefly describe the Authority to enter into the Agreement;
- B. State Authority: to enter this Grant exists in CRS §24-1-128.6.

3. GENERAL DESCRIPTION OF THE PROJECT(S).

3.1. Project Description. Sample Text Only - Grantee will hire a contractor to complete a multi-hazard risk analysis for XXX County. The analysis will meet all FEMA's requirements. Subrecipient will execute and complete the projects as specified and outlined in their approved Insert Appropriate Reference.

3.2. Project Expenses. Project expenses include the costs to Sample Text Only - hire the contractor to complete the project as described in this §3 Statement of Work (SOW). All eligible expenses are listed in the budget agreement amount table of §9 of this SOW.

3.3. Non-Federal Match: This non-federal match section applies to or does not apply to this Grant. If it applies, this Grant requires a non-federal match contribution of Number% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match may or may not include in-kind match.

State of Colorado Small Dollar Grant Award Terms and Conditions

4. PRINCIPAL REPRESENTATIVES

For the State:

Name, Title

Department of Public Safety,

Division of Homeland Security &

Emergency Management

8000 South Chester Street, Suite 575

Centennial, CO 80112

Name.Name@state.co.us

For Grantee:

Name, Title

Agency Name

Physical Address

Mailing or PO Address

City, CO ZIP Code

Email Address

5. ADMINISTRATIVE REQUIREMENTS:

5.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM).

5.2. Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

5.2.1 Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

5.2.2 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

5.2.3 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

5.3. Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

5.4. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues.

State of Colorado Small Dollar Grant Award Terms and Conditions

In addition:

- 5.4.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.
- 5.4.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 5.4.3** Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on [SAM.gov](https://www.sam.gov).
- 5.4.4** When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:
“This project was supported by grant #YYxxxYYxxxx, issued by the Colorado Division of Homeland Security and Emergency Management.”
- 5.4.5** Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the DHSEM.

5.5. Additional Administrative Requirements:

- 5.5.1** All of the instructions, guidance, limitations, terms and conditions, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) and the Notice of Award (NOA) for this federal award are incorporated by reference. See also [DHS Standard Terms and Conditions](#).
- 5.5.2** Grantees of FEMA financial assistance for programs that are subject to the [Build America, Buy America Act \(BABAA\)](#) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.
- 5.5.3** All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

State of Colorado Small Dollar Grant Award Terms and Conditions

5.5.4 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

6. REPORTING REQUIREMENTS:

6.1. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the DHSEM throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in this §6.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the "report period" time, and for every quarter that the grant remains open.

Report Period	Due Date
January, February, March	due April 30 th
April, May, June	due July 30 th
July, August, September	due October 30 th
October, November, December	due January 30 th

6.2. Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

7. PAYMENT:

7.1. Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §6.1 of this SOW.

State of Colorado Small Dollar Grant Award Terms and Conditions

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) in §9 of this SOW. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.3 of this SOW.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

- 7.2. Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

8. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

9. BUDGET AGREEMENT AMOUNT TABLE:

The following budget table contains amounts for the categories and/or project activities for this grant award.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>Total Project</i>
Planning	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Equipment	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Training	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Exercise	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
PROJECT ACTIVITY SUBTOTAL	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
Management & Admin	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
TOTAL AWARD AMOUNT	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00

10. MODIFICATIONS

Any changes requested by the Grantee, or by the DHSEM, shall be made in writing. The DHSEM, in good faith and sole discretion, can modify this agreement and shall notify Grantee in writing with a letter of modification outlining any changes to this agreement with a modified SOW, and accompanied with an Acceptance Letter of Modification for the Grantee to sign as approval of such changes and/or modifications.

Only upon returning the Acceptance Letter of Modification, or further drawdowns of funds by the Grantee after notification of modification is made in writing by the DHSEM, will the modifications be deemed accepted by the Grantee in accordance with §3 of the attached Terms and Conditions of this Small Dollar Grant Award (SDGA). Examples of the modification notification letter, modified SOW, and Acceptance Letter of Modification are included.

SDGA Grant Federal Provisions

1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1 a non-federal entity;
 - 2.1.2.2 a non-profit organization or for-profit organization;
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” organization, that:
 - 2.1.8.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2 Is not organized primarily for profit; and
 - 2.1.8.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 2.1.8.4 Is not an IHE.

SDGA Grant Federal Provisions

- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at [SAM.gov](https://sam.gov).
- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The

SDGA Grant Federal Provisions

State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in [SAM.gov](https://sam.gov). Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at [SAM.gov](https://sam.gov) at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3 The public does not have access to information about the compensation of such Executives 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 § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

SDGA Grant Federal Provisions

7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To Recipient. The Recipient must report the following Subrecipient data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1 Subrecipient Unique Entity ID;
 - 8.1.1.2 Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3 Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1 Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. Procurement Standards.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

SDGA Grant Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). 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.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit

SDGA Grant Federal Provisions

Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or

SDGA Grant Federal Provisions

the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

- 16.1. Whistle Blower Protections
 - 16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract

SDGA Grant Federal Provisions

or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.



FEMA

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team



INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.





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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	☐
Required/Recommended Provision and Required Exact Language	☐
Not Required for PA Awards (Grants)	☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes





Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes





REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).





b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for





employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures





authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon





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contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with





the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).





- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment





as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.





(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under





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Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as





amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative





agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension





clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any





Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any





FEMA

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date





11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."





RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or





his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."





4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or





fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”





PROCUREMENT DOCUMENTATION REQUIRED CHECKLIST

This checklist is also included in the RFR Review Template

SUB-RECIPIENT:

CHECKLIST DATE:

SOLICITATION

- ☐ RFP/IFB/RFQ - Copy of Solicitation that was posted
- ☐ Documentation of publication: Newspaper, Rocky Mountain BidNet, Other
- ☐ Minority Business Enterprise (MBE)/Women Business Enterprise (WBE), mandatory
- ☐ Service-Disabled Veteran Owned Small Business:
 - o <https://www.vetbiz.va.gov/> (proof of certification is required)
- ☐ Documentation of Affirmative Steps Taken
 - o <https://www.mbda.gov/business-center/colorado-mbda-business-center>
 - o MBE/WBE Selected in Online Selection

PROCUREMENT, SCORING, JUSTIFICATION

- ☐ Copy of subrecipient's Jurisdiction & Local Procurement Procedures
 - o Did the organization comply with its own policies and procedures?
 - o Did the organization use the most stringent policy/procedure?
- ☐ Design, Drawings & Engineering Documentation (if applicable)
- ☐ Copy of all Bids/ Proposals received with Costs
- ☐ Selection Process
 - o Evaluation & Score Sheets w/evaluator's names
 - o Bid Tabulation
 - o Verify Selection Criteria in Solicitation Matches Evaluations
- ☐ Letter of Justification for selected Firm
- ☐ BOCC/County Administrator/Mayor/City Council/City Manager etc. Approval

AGREEMENT/CONTRACT/SAM.GOV

- ☐ Notice to Proceed Letter (if applicable)
- ☐ Signed Agreement or Contract between the Subrecipient and the Contractor.
 - Need the Total Amount of the Contract to show as: Unit Price, Fixed Price or Professional Service and the Completion/Expiration Date. If the Agreement/Contract is amended DHSEM will need a copy.
- ☐ SAM.GOV status of Selected Consultant/include copy of report (immediately prior to the contract/award)

OTHER CONSIDERATIONS

- ☐ CDBG - Davis Bacon Rules (does not apply to HMGP projects)
 - Not federally required for HMA grants, may be necessary to comply with state and local prevailing wage requirements and/or other grant matching sources (i.e. Hud's CDBG-DR program). For more information refer to this link: https://www.ecfr.gov/search?flag=invalid_reference&search%5Bquery%5D=davis-bacon
- ☐ BABAA - Build America, Buy America Act - Certifications
 - o Does not apply to HMGP projects
 - o Does apply to BRIC, FMA, & PDM

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alternate Appeal Schedule Request 2025; Gunnison C

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Assessor is requesting that the Board of County Commissioners elect to use the alternate appeal schedule for 2025.

Fiscal Impact: None

Submitted by: Alexandra Cohen

Submitter's Email Address: acohen@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 2/4/2025

Date: 4 February 2025

To: Gunnison County Board of County Commissioners

From: Alexandra Cohen, Gunnison County Assessor

RE: Alternate Appeal Schedule for 2025

In accordance with §39-5-122.7, C.R.S., I am respectfully requesting that Gunnison County Board of County Commissioners elect to use the alternate protest and appeal procedure in 2025. Gunnison County has been using the extended appeal period since 2017.

The regular and alternate schedule are as follows:

<u>Regular</u>	<u>Alternate</u>	
5/1 – 6/9	5/1 – 6/9	Assessor level appeal
6/30	8/15	Assessor mails Notice of Determinations
7/1 – 7/15	9/1 – 9/15	Property owners petition to the County Board of Equalization
7/15 – 8/5	9/15 – 10/31	County Board of Equalization conducts hearings

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; LUC-24-00055; Susan and Patrick Walla

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Lot Cluster of Lots 5 and 8, Block 27, CB South Fourth Filing, 62 Barbara Place

Fiscal Impact:

Submitted by: Jena Greene

Submitter's Email Address: jgreene@gunnisoncounty.org

Finance Review:

☐

Required

☒

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

☒

Required

☐

Not Required

Comments:

Legally sufficient. SO 1/30/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/30/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 5

Agenda Date: 2/4/2025

To: Gunnison County Board of County Commissioners
RE: LUC-24-00055 | Lot Cluster | Susan and Patrick Wallace
Date: January 28, 2025

The Applicants, Susan and Patrick Wallace, request approval of a lot cluster as shown in Exhibit A. The parcels legally described as Lot 5, Block 27 (0.34 acres) and Lot 8 Block 27 (0.39 acres), Crested Butte South – Fourth Filing, also known as 62 Barbara Place ([Parcel # 3257-211-02-022](#)), are desired to be clustered to maintain unified ownership as one parcel. The lot cluster has been approved by the Crested Butte South Property Owners Association; and was reviewed by the County Attorney's Office on January 15, 2025.

Staff has reviewed the lot cluster application for compliance with the applicable standards outlined in LUR [Section 5-103: A. General Standards](#):

1. COMPLY WITH APPLICABLE STANDARDS. *The land use change shall comply with all applicable standards and other provisions of this Resolution. **The application complies with all applicable standards.***

2. COMPATIBILITY WITH COMMUNITY CHARACTER. *The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area. **The resulting 0.73-acre lot falls within the range of lot sizes in the surrounding area, which vary from 0.33 acres to 1.9 acres.***



The application provided was found to comply with the standards of [Land Use Resolution](#) Sec. 5-104.M, *Application Form for Lot Cluster*.

Thank you,
Jena Greene

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-24-00055. Click on "Attachments".

- A. Site Plan
- B. Lot Cluster Agreement and Declaration

Wallace Lot Cluster – Site Plan. **Resulting parcel size: 0.73 Acres**

Cluster of Lot 5 and Lot 8, Block 27, Crested Butte South Fourth Filing.





LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Patrick Wallace
(Owner)

Patrick Wallace
(Owner)

Susan Wallace
(Owner)

Susan Wallace
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lots 5 and 8, Block 27, Fourth Filing in Crested Butte South Subdivision. Reception # 291415

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, It is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.
2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: Nov 18, 2024

Date: Nov 18, 2024

Date: _____

Date: _____

Patrick M. Wallace *for Kelly*

Susan G. Wallace ^{Owner} *Susan G. Wallace*
Owner

Owner**Owner****Owner****Mortgage or Lien Holder**

STATE OF Colorado)
)ss
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 18th day of November, 2024
by Susan and Patrick Wallace (Owner/s).

Witness my hand and official seal.

My Commission expires: 11/21/2026

Teresa Black
Notary Public

TERESA RUTH PLEAK
Notary Public
State of Colorado
Notary ID # 20224003058
My Commission Expires 01-21-2026

Address:

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____ (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address: _____

Date: _____

Chairperson

Vice-Chairperson

Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minor Impact Subdivision; LUC-24-00035; Kevin Grah

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant, Kevin Graham, proposes a two-lot subdivision of a 2.19 acre lot at 225 Columbine Rd, in the Hartman Rocks area of Gunnison, CO. The subject parcel is within, but not a part of, Panoview Park Subdivision. The proposal would two new lots. 1.12 acre Tract A and 1.09 acre Tract B.

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 1/28/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 10

Agenda Date: 2/4/2025

To: Gunnison County Board of County Commissioners

RE: LUC-24-00035 Graham Minor Impact Subdivision

Memo Date: January 27, 2025

Meeting Date: February 4, 2025

1. Project Summary

The Applicant, Kevin Graham, proposes a two-lot subdivision of a 2.19 acre lot at [225 Columbine Rd](#), in the Hartman Rocks area of Gunnison, CO. The subject parcel is within, but not a part of, Panoview Park Subdivision. The proposal would two new lots, 1.12 acre Tract A and 1.09 acre Tract B, as shown in Exhibit A. *Plat*. The subject parcel is developed with a 1,296 sq. ft. residence and 720 sq. ft. detached garage, and all improvements would be located on Tract A.

2. Compliance with Applicable Standards of the Land Use Resolution

The proposal has been reviewed for compliance with applicable standards of the Land Use Resolution in the *Staff Report*, available on the project file. A summary of this analysis is provided below.

The subject parcel is mostly flat sage brush with a slight slope to the northeast. The parcel an outparcel within Panoview Park subdivision is accessed from Columbine Rd., a County maintained subdivision road. All existing and future development will be served by an OWTs and individual wells.

Lots within the Panoview Park subdivision range between 1-1.5 acres, with some clustered 2.5 acre lots. This proposal creates two lots that are similar in size and use to other lots within the neighborhood. The project is located within the *Gunnison Three-Mile Plan and Urban Growth Boundary* (1997) and *City of Gunnison Comprehensive Plan* (2020) areas; and the City of Gunnison Planning and Zoning Commission provided a letter of support on August 14, 2024.

The Graham subdivision is located within Potentially Unstable Slopes, a mapped geologic hazard, and in an August 14, 2024 letter, the Colorado Geologic Survey recommended "...any grading cuts with a vertical component of more than four feet be disallowed or evaluated for stability." Pursuant to LUR Section 11-104 *Development in Areas Subject to Geologic Hazards*, a geotechnical analysis will be required prior to any development.

The subdivision is located within Tier-2 Sage Grouse Habitat and was referred to the Gunnison County Wildlife Conservation Coordinator, Ben Prior, on August 20, 2024. Mr. Prior found that "...the proposed activity will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already



occurred.” Conditions for the subdivision are in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.

The Applicant has executed a Water Purchase Agreement Upper Gunnison River Water Conservancy District for 0.5 acre feet of water for one dwelling and 5,000 sq. ft. of lawn and gardens. The Applicant has submitted a Well Permit Application with the Colorado Division of Water Resources. This well has been permitted under permit no. 89336-F. The existing well on the property was permitted in 1960 under permit no. 5745. Since the well was permitted prior to 1972, it was not permitted under the presumption of non-injury, and the well was re-permitted under well permit no. 335976.

The proposed subdivision will not create any nonconforming structures or setbacks. The Applicant has not proposed any covenants for the subdivision.

3. Request of the BOCC

The Planning Commission conducted a joint public hearing with the Board of County Commissioners on December 19th 2024 and unanimously recommended approval of the subdivision with conditions as described in Exhibit B. *Planning Commission Recommendation*. This recommendation has been forwarded from the Planning Commission to the BOCC, and the BOCC may take action on the application, or determine to hold an optional additional public hearing pursuant to LUR Section 7-202:L, at a separate meeting. A decision to conduct or not to conduct such a hearing shall be based on the Board’s determination of whether it is in the public interest to do so, considering among other factors the following:

- a. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*
- b. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
- c. *IDENTIFICATION OF NEW INFORMATION. Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

Public comment was limited to concerns regarding potential impacts from livestock on wells at a separate parcel not a part of this application. There have not been any new issues or new information identified since the joint public hearing. Exhibit C. *Draft Resolution* has been included for the BOCC’s consideration; however, inclusion of this draft document does not bind the BOCC to make a decision at this meeting.

4. Exhibits

The entire application is available at <https://permitdb.gunnisoncounty.org/citizenaccess>, click “Projects”, search by application number LUC-24-00035. Click on “Attachments”.

- A. Plat
- B. Planning Commission Recommendation
- C. Draft Resolution

GRAHAM SUBDIVISION
WITHIN THE SE1/4 OF SECTION 14,
T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO

COMMENTS

Plat Notes:

Pursuant to Section 5-209 H. of the Gunnison County Land Use Resolution:

Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

Colorado's Fence Out Requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.

Irrigation Ditch Maintenance: An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

Wildfire Hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agree to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

Geologic hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agree to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONER' RESOLUTION

The property described on this plat is subject to all the requirements, terms and conditions of the Board of County Commissioner's Resolution No. _____ recorded at Reception No. _____ of the records of Gunnison County.

ATTORNEY'S OPINION

I, Michael O'Loughlin, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subject to this subdivision plat. Title of the property is vested in KEVIN M. GRAHAM, and is free and clear of all liens, defects, encumbrances, restrictions and reservations, as of July 8, 2024, except as follows:

1. ANY AND ALL UNPAID TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS.
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 06, 1919 IN BOOK 184 AT PAGE 175.
3. ANY TAX, LIEN OR FEE RESULTING FROM INCLUSION IN BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 11 ESTABLISHING MOSQUITO CONTROL AREA AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 16, 2004 UNDER RECEPTION NO. 538322.

Dated this _____ day of _____, 2025.

Michael O'Loughlin, Attorney-At-Law
Supreme Court Registration No. 38134
Schumacher & O'Loughlin, LLC
232 W. Tornichi Ave, Suite 204
Gunnison, CO 81230
(970) 641-4900
mike@gunnisonlaw.net

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of GRAHAM SUBDIVISION is approved this _____ day of _____, A.D. 20____ and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

ATTEST:

County Clerk

Chairperson

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lien-holder(s) of certain lands in Gunnison County, Colorado, ceshcribed as follows:

Township 49 North, Range 1 West, N.M.P.M.

Section 13: SW1/4SW1/4

Section 14: W1/2SE1/4 and SE1/4SE1/4

Section 23: NE1/4NE1/4

Section 24: W1/2NW1/4

EXCEPTING THEREFROM the property more fully described in the deeds recorded in the Office of the Gunnison County Clerk and Recorder at the following books and pages:

Book 365 at page 282	Clarence C. Chalmers and Dorothy Pauline Chambers
Book 517 at page 11	Richard E. Marquardt and Mary E. Marquardt
Book 421 at page 91	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 430 at page 354	Kenneth D. Hill and Barbara A. Hill
Book 431 at page 485	The County of Gunnison
Book 478 at page 217	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 478 at page 219	Kenneth D. Hill and Barbara A. Hill
Book 481 at page 334	Kenneth R. Bergan and Diana L. Bergan
Book 481 at page 336	Cecil R. Westerbur and Vernadeen C. Westerbur
Book 481 at page 338	Kenneth D. Hill and Barbara A. Hill
Book 347 at page 97	James J. Graham and Zeta I. Graham
Book 689 at page 685	William T. Edwards, Jr. and Donna E. Edwards
Book 721 at page 83	County of Gunnison
Book 768 at page 589	Randy L. Payne and Kathy S. Payne

FURTHER EXCEPTING THEREFROM that property platted as PANOVUE PARK SUBDIVISION according to the Plat recorded February 16, 1978, bearing Reception No. 324547, County of Gunnison, State of Colorado.

in Gunnison County, Colorado, under the name of GRAHAM SUBDIVISION have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

Executed this _____ day of _____, 2025.

OWNERS:

By _____
Kevin Graham

STATE OF COLORADO }
COUNTY OF GUNNISON }

The foregoing instrument was acknowledged and executed before me this _____ day of _____, 2025, by Kevin Graham.

Witness my hand and official seal.

Notary Public

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends _____ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____ day of _____, A.D. 20____.

Chairperson

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 _____ day of _____, A.D. 20____, Reception Number _____, Time _____.

County Clerk and Recorder

By: Deputy

GRAHAM SUBDIVISION
WITHIN THE SE1/4 OF SECTION 14, T49N, R1W, NMPM
GUNNISON COUNTY, COLORADO

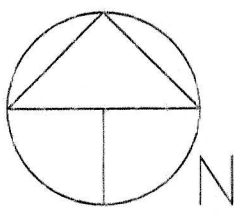
PEARSON SURVEYING
P.O. BOX 652
GUNNISON, CO 81230
970-641-2910
PROJECT # 24-1-1

DATE : 3/26/24

LATEST REVISION DATE : 1/15/25

SHEET 1 OF 1

GENERAL NOTES: Property located by field measurements to found monuments shown. Record bearings and distances are shown in parentheses where they differ from measured or calculated bearings and distances.



40 0 40 80
Scale: 1" = 40'

LEGEND

- Found rebar with no cap
- Found rebar with aluminum cap "LS 37690"
- Found rebar with plastic cap "LS 2816"
- Utility pedestal
- Overhead utility lines
- Fence
- Found
- Lot number inside circle symbol
- Easement boundary per record plat

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this _____ day of _____, A.D. 20____.

Timothy E. Pearson
Colorado L.S. No. 34979

TO: Planning Commission

SUBJECT: Planning Commission Recommendation
Graham Subdivision
LUC-24-00035

DATE: December 19, 2024

PREPARED BY: Hillary I Seminick, Planning Director

At a joint public hearing on December 19, 2024 the Planning Commission recommended approval of the following Minor Impact to the Board of County Commissioners, motioned by Commissioner Schwartz and seconded by Commissioner Phillips; the motion passed unanimously.

PROJECT DESCRIPTION:

The Applicant, Kevin Graham, proposes a two-lot subdivision of a 2.19 acre lot at [225 Columbine Rd](#), in the Hartman Rocks area of Gunnison, CO. The subject parcel is within, but not a part of, Panoview Park Subdivision. The proposal would two new lots, 1.12 acre Tract A and 1.09 acre Tract B. The subject parcel is developed with a 1,296 sq. ft. residence and 720 sq. ft. detached garage, and all improvements would be located on Tract A.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this recommendation include, but are not limited to:

- Application 5/31/24
- Site Plan 5/31/24
- Upper Gunnison River Water Conservancy District Water Purchase Agreement 5/31/24
- Well Permits for new and existing wells 7/31/24 – 9/26/24
- Sage Grouse Review 8/20/24
- Department of Water Resources Comments – 8/22/24

IMPACT CLASSIFICATION:

The proposal is classified as a Minor Impact Project, and meets the standards of *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units that are subdivision lots.*

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the application on the following dates:

- October 17, 2024 Work session
- December 19, 2024 Joint Public Hearing

SITE VISIT:

A site visit was not conducted because the Planning Commissioners were familiar with the site.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via email on July 24, 2024 to the following agencies:

- Colorado Parks & Wildlife (CPW) – Brandon Diamond and Nathan Seward
- Gunnison Fire Protection District (GFPD) – Hugo Ferchau (No comments received)
- Gunnison County Building and Environmental Health Official – Crystal Lambert (No comments received)
- Colorado Geologic Survey (CGS)
- Gunnison County Public Works – Martin Schmidt (No comments received)
- City of Gunnison
- Upper Gunnison River Water Conservancy District (UGRWCD)
- Colorado Division of Water Resources (DWR)

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

Section 9-101: E. and F.: Secondary residences are allowed, and standards are addressed in covenants

Not applicable, no secondary residences or covenants are proposed.

Section 9-102: Home occupations

Not applicable, not requested as part of this application.

Section 9-103: Bed and breakfast

Not applicable, not requested as part of this application.

Section 9-300: Commercial and Industrial Uses

Not applicable, not requested as part of this application.

Section 9-302: Farm or ranch stand

Not applicable, not requested as part of this application.

Section 9-303: Dude ranches and resorts

Not applicable, not requested as part of this application.

Section 9-304: Adult-oriented uses

Not applicable, not requested as part of this application.

Section 9-305: Seasonal recreational vehicle parks and campgrounds

Not applicable, not requested as part of this application.

Section 9-400: Minerals and construction materials

Not applicable, not requested as part of this application.

Section 9-501: Special events

Not applicable, not requested as part of this application.

Section 9-502: Temporary structures

Not applicable, not requested as part of this application.

Section 9-503: Satellite dishes

Not applicable, not requested as part of this application.

Section 9-504: Attached wireless communications devices

Not applicable, not requested as part of this application.

Section 9-505: Freestanding wireless communications structures

Not applicable, not requested as part of this application.

Section 9-506: Child care center

Not applicable, not requested as part of this application.

Section 9-507: Group home

Not applicable, not requested as part of this application.

Section 9-508: Keeping of livestock not on an agricultural operation

Not applicable, not requested as part of this application.

Section 9-509: Camping on individual parcel

Not applicable, not requested as part of this application.

Section 9-600: Essential housing

Not applicable, not requested as part of this application.

Section 10-102: *Locational Standards for Residential Development*

Applicable. An application proposing a new subdivision shall comply with the following requirements:

B. LOCATIONAL STANDARDS. In addition to all applicable standards of this Resolution, an application for a new subdivision shall initially be reviewed for its location relative to existing development and shall be located:

- 1. ADJACENT TO EXISTING POPULATION CENTER. Adjacent to Almont, Crested Butte South or the incorporated municipalities of Gunnison, Crested Butte, or Mt. Crested Butte;*
- 2. WITHIN A MUNICIPAL THREE MILE PLAN AREA. Within a municipal Three Mile Plan area;*

The proposal is located near, but not immediately adjacent to the nearest adjacent population center, the City of Gunnison. The proposal is within the City of *Gunnison Three-Mile Plan and Urban Growth Boundary* (1997) and *City of Gunnison Comprehensive Plan* (2020) areas.

In a letter dated August 14, 2024, the City of Gunnison Planning and Zoning Commission had several observations about this project, which can be seen fully in Section 10-103 below. The letter concluded with “Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Graham Subdivision request.”

C. LOCATION RESULTS IN NO SIGNIFICANT NET ADVERSE IMPACT TO THE NEIGHBORHOOD. When the applicant has demonstrated that a proposed residential development cannot satisfy the locational standard, the location may be approved if the BOCC finds that in addition to meeting all of the applicable requirements of this Resolution, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood lands or land uses, wildlife, visual quality, air or water quality, including impacts caused by a proliferation of On-Site Wastewater Treatment Systems and/or individual water wells.

The proposed subdivision lots are similar in size (~1 acre) and in character (residential) to the adjacent lots within the Panoview Park Subdivision. A single additional residential lot of similar size unlikely to cause any significant net adverse impacts to neighborhood lands and land uses.

Section 10-103: Residential Density

The proposed subdivision will create two one-acre parcels adjacent to an existing subdivision predominated by one-acre parcels. The proposal is exempt from Sections 10-103:3. *Lot Size and Lot Density Considerations* because the parcels are “substantially similar to neighborhood parcels”. The new residential lots shall be considered relative to existing development and the following standards.

- 1. COMPLIANCE WITH MUNICIPAL THREE MILE PLAN AREA. When the proposal is for development located within a municipal three-mile plan area, the development proposal shall address how it comports with the objectives and policies of the applicable municipal three-mile plan. The County shall consider how the proposed development has addressed those objectives and policies, and any further intergovernmental agreement between the County and the municipal government regarding the three-mile plan area. Where there is a conflict between the objectives or policies of a three-mile plan or the intergovernmental agreement, and County standards, County standards shall apply; and*
- 2. DETERMINATION OF DENSITY CONSIDERS SEWAGE DISPOSAL REQUIREMENTS. Location, configuration, and the final maximum density of lots one acre or larger in a proposed development shall be determined subject to feasibility of use of an On-Site Wastewater Treatment System pursuant to the Gunnison*

The proposed subdivision creates two 1+ acre lots in a residential neighborhood, which meets the current OTWS standard minimum lot size. In a letter dated August 14, 2024, the City of Gunnison Planning and Zoning Commission stated:

Thank you for the opportunity to comment on the Minor Impact application submitted by Kevin Graham. The following comments are based on the submitted application material and its relation to the Gunnison Three- Mile Plan and Urban Growth Boundary (1997) and the City of Gunnison Comprehensive Plan (2020).

The City has the following observations regarding this proposed use:

- 1. The Three-Mile Plan (1997) defines proposed Tract A and Tract B as Low Density Residential 1 unit/1-5 acres).*
- 2. The Minor Impact is outside of the Urban Growth Boundary.*

3. *The Minor Impact proposes to subdivide a 2.19-acre parcel into two parcels: Tract A at 1.12 acres and Tract B at 1.09 acres.*
4. *The site has one existing dwelling unit with detached garage which will remain on Tract A when subdivided. No structures are currently proposed on Tract B.*
5. *The applicant has applied for a well permit from the State and would be required to install an onsite wastewater treatment system (OWTS) upon development. Access for both sites is off Columbine Road.*
6. *Adjacent land uses include vacant land owned by the Gunnison County Board of Commissioners to the northeast, private vacant land to the southeast, and residential lots within Panoview Subdivision to the west.*
7. *The proposed Minor Impact is compatible with the surrounding neighborhood.*

Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Graham Subdivision request.

Section 10-104: Locational standards for commercial, industrial or other non-residential uses

Not applicable, not requested as part of this application.

Section 11-102: Voluntary best management practices

Applicable. Applicant shall comply with the standards of this Section to the maximum extent feasible.

Section 11-103: Development in flood hazard areas

Not applicable, property is not located in a flood hazard area.

Section 11-104: Development in Areas Subject to Geologic Hazards.

The project is located within a mapped potentially unstable slopes area and Proposed Tract A contains only a small area of slopes steeper than about 10%. The Plat requires appropriate Warning and Disclaimer language that addresses the geologic hazards on the parcels.

In a letter from Jill Carlson, C.E.G. with CGS, titled "Graham Two-Lot Subdivision – LUC-24-00035, Gunnison County, CO; CGS Unique No. GU-25-0008," dated August 14, 2024, stated:

The Colorado Geological Survey has reviewed the LUC-24-00035 referral. I understand the applicant proposes a two-lot subdivision within the Panoview Subdivision, creating one new lot, Tract A, 1.09 acres. Proposed Tract B, 1.12 acres, contains an existing residence and outbuildings.

The site is within mapped "Mass-movement deposits (Pleistocene?)" but is in an area of minimal topography above Gold Basin Creek, an intermittent tributary of Tomichi Creek. Proposed Tract A contains only a small area of slopes steeper than about 10%. Soule¹ describes the area corresponding to the mapped mass-movement deposit as: POTENTIALLY UNSTABLE SLOPE: slope with most

attributes of an unstable slope, but where past or present slope failure is not apparent. The most significant of these attributes are composition of surficial and bedrock materials, proximity and geological similarity to slopes that have failed in the past or are failing now, slope angle and aspect, soil moisture conditions, and microclimate.

Evidence of recent or active ground movement on and around the 225 Columbine Road property is not visible in high-resolution LiDAR-derived hillshade imagery, but construction-related slope instability is a concern. CGS recommends that any grading cuts with a vertical component of more than four feet be disallowed or evaluated for stability.

Section 11-105: Development in Areas Subject to Wildfire Hazards.

Applicable. The project is located within a mapped high wildfire hazard area. The Plat requires appropriate Warning and Disclaimer language that addresses the wildfire hazards on the parcels.

Section 11-106: Protection of Wildlife Habitat Areas

Applicable. In an email from Nick Gallowich, CPW Game Warden – Gunnison East, dated August 6, 2024, stated that “The site is already developed with roads and other structures and should not create significant issues for wildlife.” And goes on to discuss black bear – human conflicts and household pets as described in his comments below.

Thank you for the opportunity to comment on the Graham subdivision proposal, located at 225 Columbine Drive, south of the city of Gunnison. CPW personnel have reviewed the proposal and believe that there will be little impact to wildlife with this project. The site is already developed with roads and other structures and should not create significant issues for wildlife.

However, the proposed project area includes black bear habitat. Black bear - human conflicts are typically the result of unmanaged trash, or the availability of other attractants such as bird feeders, pet food and/or livestock feed. Because Of this, CPW recommends that preventative efforts be taken to reduce bear-human conflict, including requiring new residents to use bear proof trash containers. Bear-proof containers are a proven way to mitigate bear conflict, as is requiring residents to secure trash prior to the morning of scheduled trash pickup. Please refer to the "Living with Bears" brochure provided at the link below:

<https://cpw.state.co.us/Documents/Education/LivingWithWildlife/LivingWithBears.pdf>

Household pets, including cats and dogs, present a threat to native wildlife following new development. Dogs which are allowed to roam freely may harass and kill wildlife. Dogs outside their yard, kennel, or dog-run should be on a leash or otherwise under direct control. Domestic cats are adept hunters and may be extremely impactful to populations of local birds and small mammals if allowed to range freely. They may also attract and ultimately become prey for coyotes, foxes, lions, and bears. CPW recommends that domestic cats are kept indoors or under direct control while outdoors. Pet food left outside may attract bears and other predators as well as nuisance wildlife species, therefore CPW recommends securing all pet food sources to help mitigate conflicts.

Section 11-106:E.4 – Referral to Gunnison County Wildlife Conservation Coordinator and On-Site Consultation

The parcel is located within mapped Tier 2 Gunnison Sage Grouse habitat. The application was sent to Ben Prior, Gunnison County Wildlife Conservation Coordinator, on August 20, 2024. In this review, Mr. Prior found that "...the proposed activity will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already occurred." Conditions for the subdivision are in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.

Section 11-107: Protection of water quality

Not applicable, no water bodies are present on the parcel.

Section 11-109: Development That Affects Agricultural Lands

Language shall be included in any recommendation of approval that complies with this Section. Staff has sent Code of the West and Right To Ranch documents to the Applicant.

Section 11-110: Development beyond snowplowed access

Not applicable, property is not beyond snowplowed access.

Section 11-111: Development on Inholdings in national wilderness

Not applicable, property is not located within an inholding.

Section 11-112: Development above timberline

Not applicable, property is not located above timberline.

Section 12-103:A – Compliance with Road and Bridge Construction Standards

No new roads are proposed, all parcels will be accessed from Columbine Road; aka County Road 41B. New development will be required to comply with Gunnison County Road and Bridge Standards at time of application, as amended.

Section 12-104: Trails

Not applicable, not requested as part of this application.

Section 12-105: Water Supply.

The Applicant has executed a Water Purchase Agreement - Upper Gunnison River Water Conservancy District for 0.5 acre feet of water for one dwelling and 5,000 sq. ft. of lawn and gardens. Further information is contained within the Water Agreement – Exhibit B. The Applicant has submitted a Well Permit Application with the Colorado Division of Water Resources. The well permit is required to be issued before the building permit can be approved. In an email from Beverly Richards, Office Manager/Senior Program Manager with the UGRWCD, dated July 25, 2024, stated "No issues from the Upper Gunnison River Water Conservancy District regarding water supply."

There is an existing well on the parcel that was approved on May 3, 1960, under permit no. 5745. This exempt well is located between the existing residence and detached garage and will remain on the resultant Tract A. Because this well was permitted prior to 1972, it has not been evaluated on the basis of presumptive non-injury and will need to be re-permitted prior to the approval of this subdivision per Megan Sullivan's comments below.

In an email from Megan Sullivan, P.E. Water Resource Engineer with the Department of Water Resources, dated August 22, 2024 states that:

“The existing well (current permit 5745) would have to be re-permitted as an exempt well under a presumption of non-injury in order for it to remain as an exempt well (augmentation contract not required) and be a legal water supply for one lot of the subdivision. They’ll have to re-permit it before the subdivision is approved, so the parcel description on the permit will be the entire original parcel and not one of the proposed lots.”

The Applicant has received a well permit for the existing well (mentioned above) that is permitted to serve one (1) single family dwelling and is not to be used for irrigation or other purposes.

Section 12-106: Wastewater Treatment

Each lot is over 1 acre in size, meeting the minimum lot size to install an OWTS. The Applicant has applied to replace the existing OWTS on resultant Tract A with permit number OWTS-24-00216. All development shall comply with Gunnison County OWTS Regulations, as amended.

Section 12-107: Fire protection

Applicable. Staff response: No comments were received from the GFPD. Applicant has been instructed to contact GFPD for this proposal.

Section 13-102:B – Location Withing Municipal Three-Mile Plan Area

Project is located within the City of Gunnison Three Mile Plan area. As mentioned in Section 10-102, The City of Gunnison Planning and Zoning Commission provided comments in a letter dated August 14, 2024 (referenced above in Section 10-103). The letter concluded with “Based on the above observations and the compatibility of the Minor Impact with the surrounding neighborhood, the Commission supports the Graham Subdivision request.” With this, the project complies with the municipal three-mile plan.

Section 13-103: General Site Plan Standards and Lot Measurements.

There is an existing residence, detached garage, and shed on the resultant Tract A. The existing structures meet the standards of this Section. All future development will be required to meet County setback requirements, which will comply with the standards of this Section. The proposed subdivision creates two lots, which are 1.12 and 1.09 acres in size.

Section 13-104: Setbacks from Property Lines and Road Rights-of-Way

The existing structures, which were constructed in 1962, located on proposed Tract A are shown to meet the minimum required setbacks of 40’ from the edge of County Right of Way and 15’ side yard setbacks. All future development will be required to meet County setback requirements.

Section 13-105: Residential Building Sizes And Lot Coverages

Not applicable, any residential development will be required to meet the standards of this Section at the time of building permit.

Section 13-107: Installation Of Solid-Fuel-Burning Devices

Not applicable, not requested as part of this application.

Section 13-108: Open Space And Recreation Areas

Not Applicable. Pursuant to SECTION 13-108:B. EXEMPTIONS. This Section shall not apply to agricultural operations. Unless specifically required by this Section, Projects that are classified as Administrative Review Projects and Minor Impact Projects are exempt.

Section 13-109: Signs

Not applicable, not requested as part of this application.

Section 13-110: Off-Road Parking And Loading

Not applicable, not requested as part of this application.

Section 13-111: Landscaping And Buffering

Applicable. The applicant intends to retain existing vegetation.

Section 13-112: Snow Storage

Not applicable. Application will be reviewed at the time of building permit and shall be required to meet the standards of this Section.

Section 13-113: Fencing

Not applicable, not requested as part of this application.

Section 13-114: Exterior Lighting

Not applicable, not requested as part of this application.

Section 13-115: Reclamation And Noxious Weed Control

Not applicable, no site disturbance is proposed.

Section 13-116: Grading And Erosion Control

Not applicable, no site disturbance is proposed.

Section 13-117: Drainage, Construction And Post-Construction Storm Water Runoff

Not applicable, no site disturbance is proposed.

Section 13-118: Water Impoundments

Not applicable, not requested as part of this application.

Section 13-119: *Standards to Ensure Compatible Uses.*

Application is for a residential subdivision in a residential area. Each lot is similar in size to adjacent lots. Therefore, the proposed subdivision is not anticipated to cause any significant net adverse impact or any hazards or nuisances.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. The project is classified as a Minor Impact Land Use Change pursuant to Section 6-102:A – 2-4 Units
2. The proposed activity will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already occurred. Conditions for the subdivision are in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.

3. The subdivision is located within the *Gunnison Three-Mile Plan and Urban Growth Boundary* (1997) and *City of Gunnison Comprehensive Plan* (2020) areas; and received a letter of support without conditions from the City of Gunnison Planning and Zoning Commission on August 14, 2024.
4. The development will be served by individual wells and OWTS.
5. This application is consistent with the standards and requirements of this *Resolution*.
6. This review and recommendation incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-24-00035 be classified as a Minor Impact, and recommend approval with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the 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. A separate Gunnison Sage-grouse analysis will be required, which may include additional conditions, for any proposed development in the future not addressed in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.
3. Future development will comply with Colorado Geologic Survey recommendation that “...any grading cuts with a vertical component of more than four feet be disallowed or evaluated for stability.” Pursuant to LUR Section 11-104 Development in Areas Subject to Geologic Hazards, a geotechnical analysis will be required prior to any development.
4. Applicant shall use bear-proof trash containers to minimize human-bear conflict.
5. Any fencing shall be built using wildlife friendly specs so as not to restrict movement of elk, deer, and other wildlife.
6. Pets, specifically domestic dogs and cats, are not allowed to range freely and shall be kept under appropriate control, by means which may include kenneling, leashing, or other physically secure methods to ensure that negative effects to wildlife from pets do not occur.
7. All pet food sources shall be kept secure to not attract bears, predators, and/or nuisance wildlife species.

8. No livestock, other than chickens and 4-H project animals, shall be permitted on the property.
9. This approval is founded on each individual finding and condition. Should the applicant successfully challenge any such finding condition, this approval is null and void.
10. 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.
11. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
12. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25 - ____

A RESOLUTION APPROVING LUC-24-00035, A LAND USE CHANGE PERMIT APPLICATION FOR A MINOR IMPACT LAND USE CHANGE FOR A TWO LOT SUBDIVISION AT A PARCEL COMMONLY DESCRIBED AS 225 COLUMBINE RD. GUNNISON, AND LEGALLY DESCRIBED AS T49N, R1W, N.M.P.M. SECTION 14: A TRACT OF LAND LOCATED IN THE NW¼ SE¼ OF SAID SECTION, MORE PARTICULARLY DESCRIBED IN THE PERSONAL REPRESENTATIVE'S DEED AT RECEPTION NO. 696278, COUNTY OF GUNNISON, STATE OF COLORADO.

WHEREAS, The Applicant, Kevin Graham, proposes a two-lot subdivision of a 2.19 acre lot at 225 Columbine Rd, in the Hartman Rocks area of Gunnison, CO. The subject parcel is within, but not a part of, Panoview Park Subdivision. The proposal creates two new lots, 1.12 acre Tract A and 1.09 acre Tract B; and,

WHEREAS, the Gunnison County Planning Commission, in a joint public hearing with the Gunnison County Board of County Commissioners on December 19, 2024, unanimously approved recommendation of the subdivision application to the Gunnison County Board of County Commissioners with certain findings and conditions; and

WHEREAS, the Board of Commissioners did, on February 4, 2025, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's December 19, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units*.
2. The proposed activity will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already occurred. Conditions for the subdivision are in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.
3. The subdivision is located within the Gunnison Three-Mile Plan and Urban Growth Boundary (1997) and City of Gunnison Comprehensive Plan (2020) areas; and received a letter of support without conditions from the City of Gunnison Planning and Zoning Commission on August 14, 2024.
4. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

5. This application is consistent with the standards and requirements of this Resolution.
6. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the 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. A separate Gunnison Sage-grouse analysis will be required, which may include additional conditions, for any proposed development in the future not addressed in Administrative Review Certificate No. 178, Series 2024 recorded on September 10, 2024 at Reception No. 698387.
3. Future development will comply with Colorado Geologic Survey recommendation that "...any grading cuts with a vertical component of more than four feet be disallowed or evaluated for stability." Pursuant to LUR Section 11-104 Development in Areas Subject to Geologic Hazards, a geotechnical analysis will be required prior to any development.
4. Applicant shall use bear-proof trash containers to minimize human-bear conflict.
5. Any fencing shall be built using wildlife friendly specs so as not to restrict movement of elk, deer, and other wildlife.
6. All pet food sources shall be kept secure to not attract bears, predators, and/or nuisance wildlife species.
7. No livestock, other than chickens and 4-H project animals, shall be permitted on the property.
8. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
9. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
10. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the 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*.

11. This approval is founded on each individual finding and condition. Should the applicant successfully challenge any such finding or condition, this approval is null and void.
12. 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.
13. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
14. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-23-00015 Spezze Subdivision is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

Laura Puckett-Daniels,
Chairperson

Elizabeth Smith,
Commissioner

Jonathan Houck
Commissioner

ATTEST:

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Expansion of Commercial Use, Major Impact, Sketch

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Harmels on the Taylor LLC, request a Sketch Plan Review of a Major Impact Expansion of Commercial Use (Application) to expand existing commercial lodging and employee housing facilities at the 146.13-acre property at 6748 County Road 742, Almont; Parcel No. 3433-000-00-026

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 1/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 1/28/2025

Certificate of Insurance Required

Yes ☐

No ☒

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/31/2025

☐

Consent Agenda

☒

Regular Agenda

☐

Worksession

Time Allotted: 20

Agenda Date: 2/4/2025

To: Gunnison County Board of County Commissioners
Memo Date: January 27, 2025
Meeting Date: February 4, 2025
Re: LUC-24-00021: Harmels on the Taylor Expansion of Commercial Use, Major Impact, Sketch Plan Review

A. Application Summary

Harmels on the Taylor River, LLC, represented by Jacob With, Esq. of Law of the Rockies (Applicant) request a Sketch Plan Review of a Major Impact Expansion of Commercial Use (Application) to expand existing commercial lodging and employee housing facilities (Harmels on the Taylor) on a 146.13 acre property at [6748 County Road 742, Almont; Parcel No. 3433-000-00-026](#).

The existing Harmels infrastructure includes:

1. The restaurant building.
 2. Approximately 39 cabin units.
 3. Approximately 3 corrals and a stable.
 4. Multiple septic systems and multiple drain fields.
 5. 2 additional bunkhouses.
 6. 2 wood sided buildings south of the restaurant building.
 7. 1 shed.
- Laundry facility.

The net impact of the proposal is as follows:

1. 30 residential¹ housing units.
2. A new wastewater treatment plant (WWTP) to replace several existing septic systems².
3. Two new laundry facilities instead of the old laundry facility.
4. Renovated utilities for the cabins that improve the health and safety protections for residents.
5. Increasing 25 guest cabins to 33 guest cabins.
6. A new shop.
7. A new basketball court.
8. 35 new residential RV sites.
9. 19 storage units.

The estimated total new square footage of cabins and workforce housing is estimated to be 48,900 square feet. The total new square footage for the laundry facilities is estimated to be 3,300 square feet. The total new square footage of storage units is estimated to be 11,970 square feet. The recreational field/picnic area is currently an open lawn/field. The total proposed residential housing is 30 units. Harmels on the Taylor is willing to provide employee housing “not only for its only employees but also for the workforce housing needs of the community.”

¹ The Applicant has referred to this as “Employee/Workforce Housing”; however, because deed restriction was not submitted at Sketch plan, it does not meet the definition of Workforce Housing at this time. The Applicant has represented a deed restriction will be submitted in subsequent review phases.

² Installation of a WWTP is required to serve the existing development and the application is currently under review by the Colorado Dept. of Public Health and Environment. While the WWTP is proposed to serve the expansion, the WWTP is needed regardless of this application in order to replace the existing septic systems.

B. Summary of Compliance with the Gunnison County Land Use Resolution

Applications for Sketch Plan review are required to demonstrate how the proposal “broadly and conceptually” complies with the Land Use Resolution (LUR). Staff comments are summarized below, and all applicable standards are addressed in the Staff Report available in the project file. All applicable conditions have been incorporated in *Exhibit A. Planning Commission Recommendation*.

1. 7-102: B.: Compatibility with Community Character; No Adverse Impact Future Development of the Development Area

Concerns were raised regarding the potential impacts to the surrounding community, specifically, regarding guest occupancy and ATV/UTV operation. The BOCC requested additional clarification on how occupancy of the resort would “fill in the valleys” of occupancy noted by the Applicant during the November 19th hearing. The Applicant provided the following analysis:

- a. Guests
 1. Current maximum occupancy is 171 guests. The proposed maximum occupancy is 276 guests, a net change of 105 guests or 61%. The applicant states that occupancy averages 40%, with peak occupancy at 80%. The proposal would result in an average occupancy (40%) of 111 guests from 69 guests; and a peak occupancy (80%) of 220 guests from 137 guests.
- b. Employees
 2. Harmels employs 40 full time staff members during the summer months. The new housing would allow employees to reside on the premises and reduce the number of commuters.

The Applicant will include an ATV/UTV management plan at Preliminary Plan application with the following use limitations generally described:

- a. The applicant will prohibit guests from using ATV/UTVs to and through Harmels property; however, exceptions shall be granted for emergencies and/or guests with disabilities; who may be shuttled within the property by Harmels staff in ATV/UTVs.
- b. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
- c. Employees will continue to use ATV/UTVs for maintenance and general operations.
- d. Applicant will identify an enforcement policy.

2. 9-305: Seasonal Recreational Vehicle Parks and Campgrounds

The Applicant has withdrawn the glamping sites shown on the site plan, citing public feedback and rockfall hazard concerns. Several concerns were cited by the public regarding the recreational vehicle element of the proposal. In addition to demonstrating compliance with the Colorado Dept. of Public Health and Environment RV campsite regulations, the Applicant will include an RV management plan at Preliminary Plan application with the following use limitations generally described:

- a. Outdoor trash receptacles will be provided, like in the rest of the resort, proximate to RV sites. Harmels collects the trash twice a day and puts it into its trash compactor.
- b. A trash disposal location will be provided for RV users. This is anticipated to be the existing waste disposal location for the restaurant. This is in addition to the outdoor trash receptacles in Section b.a.
- c. Identify hours of operation.
- d. Outdoor fire and grill regulations.
- e. Occupancy of RVs will not be permitted during winter for either staff or guests. The Applicant will provide an operation range to ensure clarity for the applicant and for any potential enforcement. RVs will be removed during winter months.

- f. Applicant will identify an enforcement policy.

3. 9-600 Essential Housing

The Application proposes to convert an existing bunkhouse to employee housing. At the time of application, the units were not proposed to be deed restricted, rather, that the units would be made available to Harmels employees and other employees in the area. The Applicant will provide the following at Preliminary Plan application:

- a. The Applicant will provide a draft deed restriction for the employee housing component that will identify ownership and/or rental units.
- b. A management plan that includes occupancy and duration of occupancy of units.

4. 10-104: Locational Standards for Commercial, Industrial or Other Non-Residential Uses

The proposal includes approximately 11,970 sq. ft./19 storage units and during the November 19, 2024 Joint Public Hearing, the BOCC requested additional evidence that storage is needed. The BOCC noted concerns that if there is the significant demand indicated by this and other recent applications, the storage units will generate additional traffic. At Preliminary Plan, the Applicant will include a storage unit management plan with the following limitations generally described subject to revisions based on the needs assessment:

- a. All storage unit renters or users must be one of the following (1) the landowner or the operator; or (2) an employee of the landowner or operator, or (3) a person residing, full or part-time, northeast of the intersection of Highway 135 and County Road 742.
- b. Identify proposed hours of operation.
- c. The storage units will not be illuminated after 8:00 p.m.
- d. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
- e. Applicant will identify an enforcement policy.

5. 11-106 Protection of Wildlife Habitat Areas

The project location is within several wildlife habitat areas, including but not limited to a bighorn sheep migratory corridor and bighorn winter and summer ranges. Colorado Parks and Wildlife (CPW) expressed concern regarding impacts to the native Taylor River bighorn sheep herd that winters on the Almont Triangle and that “relies on landscape permeability” to reach the Almont Triangle during winter. Herd ewes use the area near the confluence of Spring Creek and Taylor River, and CPW is concerned the development would impact ewes movement to lambing areas and other migrating bighorn. CPW also expressed concern regarding the “wall of RV sites”, year-round housing, and the overall impacts of full-time activity in the area. Demonstration of compliance with LUR Section 11-106: *Protection of Wildlife Habitat Areas*, including submitting a report addressing direct and cumulative impacts to wildlife and its habitats pursuant to Section 11-106:F.4 *Wildlife Habitat Analysis of Minor Impact or Major Impact Projects*.

6. 12-103 Road System

A traffic study is required at Preliminary Plan and this study shall consider trip demand generated by a fully operational Spring Creek Reservoir and full access to the Doctor Park trailhead. The Preliminary Plan application will identify how vehicles, pedestrians, domestic animals, guests, visitors, will circulate through the property, including access across county roads.

7. 12-105: Water Supply

The Colorado Division of Water Resources (DWR) provided the following comment on June 6, 2024: “I have reviewed the water supply section and the feasibility report and have no objections to the approach as laid out in this plan. Thank you for the opportunity to review and comment.” The Colorado Department of Health and Environment (CDPHE) did not comment on the application. As noted during the hearing, it is likely DWR will provide more substantive comments during a Preliminary Plan review as more detailed engineer study is required at this phase. Neighboring property owners expressed concern regarding potential impacts, such as drawdown and/or dry wells, as a result of the expanded water supply needs to support the proposed expansion. The Applicant shall submit a water supply plan at Preliminary Plan application that considers impacts to neighboring wells in compliance with county, state, and any other applicable agency or industry standard.

C. Public Comment Summary

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on November 21, 2024 and January 9, 2025. Comments received at the hearings and via email are summarized below. The entirety of the public record is included within the Land Use Change permit file.

1. Water Usage and Well Impact:
 - a. Concerns about the significant increase in water usage due to the proposed expansion.
 - b. Shallow wells in the area could be at risk of drying out, and residents questioned who would bear the cost of drilling deeper wells.
 - c. Concerns raised about water demands for amenities like laundry facilities, RV sites, and the wastewater treatment plant.
 - d. Further study is needed to assess impacts on water resources.
2. Wastewater Treatment Plant and Dump Station
 - a. Objections and concerns regarding the proposed location of the wastewater treatment plant near the river and residential properties.
 - b. Concerns included potential impacts on water quality, fishing, and recreational activities.
 - c. Suggestions to relocate the plant, improving the existing system, or add a retention pond to monitor water quality.
 - d. Restrict public use of the dump station to minimize traffic.
3. Traffic and Safety:
 - a. An increase in traffic on Spring Creek Road and other local intersections was a major concern.
 - b. Residents noted issues with existing traffic enforcement and requested a comprehensive traffic study during peak usage times (e.g., when the Spring Creek Reservoir is fully open).
 - c. Safety concerns were highlighted, including the danger to pedestrians and wildlife attempting to cross busy roads.
4. Wildlife:
 - a. The expansion could harm the area's ecosystem and wildlife such as moose, deer, bear, and bighorn sheep.
 - b. Concerns regarding impacts to wildlife movement and the need for buffering to mitigate disruption.
 - c. Further study is needed to assess impacts on the environment and wildlife.
5. Wildfire Hazard
 - a. Increased use of fire rings at campsites, combined with existing beetle-kill vegetation, raised fire safety concerns.
 - b. Suggestions included implementing defensible space, installing fire hydrants, and creating potable water storage for fire emergencies.
6. Community Character and Compatibility:

- a. The expansion was inconsistent with the area's rural and natural character, describing the proposal as unsustainable and detrimental to the community.
 - b. Concerns about noise, density, and changes to the landscape.
 - c. Concerns regarding the potential transformation of the existing landscape.
 - d. Residents felt these changes would negatively alter the area's intended use and atmosphere.
7. RV and Glamping Sites:
- a. Concerns regarding the proposed RV and glamping sites, citing oversaturation of similar facilities and the steep slopes of the proposed RV site location.

D. Review Process and Request of the BOCC

Major Impact Applications are subject to a three-step review process.

1. *Sketch Plan*: Sketch Plan review is an exploratory discussion of the proposal and intended to be a joint planning effort and negotiation between the County and Applicant. Site-specific engineering plans, such as traffic studies, are not required nor accepted at Sketch Plan review.
 - a. Meeting history
 1. August 1, 2024 Planning Commission Work Session
 2. October 3, 2024 Planning Commission Work Session and Site Visit
 3. November 21, 2024 Planning Commission and BOCC Joint Public Hearing
 4. January 9, 2025 Continued Planning Commission and BOCC Joint Public Hearing
 5. February 2, 2025 BOCC Regular Meeting (this meeting)
2. *Preliminary Plan*: Preliminary Plan review requires the applicant to formulate detailed, design/engineered solutions to the issues and concerns identified during Sketch Plan review, and to address, in a site-specific manner, all other issues that are relevant to Preliminary Plan. Preliminary Plan requires a joint public hearing.
3. *Final Plan*: Final plan review provides a permanent and accurate public record of the development plan: exact size, shape and location of all approved activities and uses, and, as applicable, lots, blocks, streets, easements and other parcels of land within the development, together with all applicable protective covenants, conditions, use restrictions and design and development criteria. Final Plan applications are generally combined with the Preliminary Plan review; however, if submitted separately, there is no separate public hearing required for consideration of the Final Plan application.

The Planning Commission recommended approval of the Sketch Plan application at the January 9, 2025 Joint Public Hearing. This recommendation has been forwarded from the Planning Commission to the BOCC, and the BOCC may take action on the Sketch Plan application, or determine to hold an optional additional public hearing pursuant to LUR Section 7-202:L, at a separate meeting.

Pursuant to the Gunnison County *Land Use Resolution (LUR)* Section 7-202:L. *Board Decision on Optional Board Public Hearing*, the BOCC shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

- a. *LEVEL OF PUBLIC INTEREST*. *There has or has not been substantial public interest in the proposal, as reasonably shown by attendance at, and testimony submitted for, the joint public hearing; or*

- b. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the Sketch Plan application of the proposed land use change will be identified; or*
- c. *IDENTIFICATION OF NEW INFORMATION. Whether it is reasonably probable that new information related to the Sketch Plan application of the proposed land use change will be provided.*

There has been a relatively high degree of public interest in the application, with 47 written public comments submitted as of this memo. There has not been any new issues or new information identified since the joint public hearing. Exhibit B. *Draft Resolution* has been included for the BOCC's consideration; however, inclusion of this draft document does not bind the BOCC to make a decision at this meeting.

- 1. Staff Request of the BOCC:
 - a. Determine whether or not to hold an additional public hearing pursuant to LUR Section 7-202:L. *Board Decision on Optional Board Public Hearing.*

E. Exhibits

The entire land use application can be reviewed on [Citizen Access](#) → Projects → LUC-24-00021 → Attachments.

- A. Decision Document
- B. Draft Resolution

TO: GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

**SUBJECT: Planning Commission Sketch Plan Recommendation
Harmels on the Taylor River LLC
LUC-24-00021 | Harmels on the Taylor Expansion of
Commercial Use**

DATE: January 9, 2025

PREPARED BY: Hillary I. Seminick, Planning Director

**Commissioner Nieder made a motion to Approve the Sketch Plan recommendation
seconded by Commissioner Phillips the motion passed in a 6 to 0 vote.**

LUC-24-00021 is governed by the following standards set forth in the Gunnison County
Land Use Resolution (LUR) Section 7-103(B), as follows:

SKETCH PLAN IS EXPLORATORY. *Sketch Plan review provides an opportunity for the County, the applicant, and the public to engage in an exploratory discussion of a proposed land use change, to examine alternative approaches to development of the property, to participate in a process of joint planning and negotiation between the County and the applicant to promote development and land use change which is consistent with the intent and purposes of this Resolution.*

SKETCH PLAN EXPECTED TO EVOLVE. *Requirements of Sketch Plan direct the applicant to review specific sections of this Resolution and submit a plan that has addressed issues important to the County. It is expected that the proposal will evolve during Sketch Plan review.*

***ENGINEERED DESIGNS AND DETAILED PLANS NOT REQUIRED NOR
ACCEPTED AT SKETCH PLAN.*** *To encourage the consideration of alternatives and to allow the Sketch Plan to evolve, detailed engineering plans and other overly detailed information shall not be required nor accepted by the County.*

PROJECT DESCRIPTION:

Harmels on the Taylor River, LLC, represented by Jacob With, Esq. of Law of the Rockies (Applicant) request a Sketch Plan Review of a Major Impact Expansion of Commercial Use (Application) to expand existing commercial lodging and employee housing facilities at the 146.13 acre property at [6748 County Road 742, Almont; Parcel No. 3433-000-00-026.](#)

The existing Harmels infrastructure includes:

1. The restaurant building.
2. Approximately 39 cabin units.
3. Approximately 3 corrals and a stable.
4. Multiple septic systems and multiple drain fields.
5. 2 additional bunkhouses.
6. 2 wood sided buildings south of the restaurant building.
7. 1 shed.

8. Laundry facility.
Proposed Changes:

1. Southwest Quadrant
 - a. Abandoning the septic systems and drain fields and replacing them with a new, state approved wastewater treatment plant.
 - b. Removing the 2 additional bunkhouses that currently exist.
 - c. Removing the 2 wood sided buildings.
 - d. Constructing 4 cabins.
 - e. Removing the existing laundry facility and bathhouse.
2. Northwest Quadrant
 - a. Converting bunkhouse M to an employee/workforce housing.
 - b. Constructing four employee/workforce housing lodges that can accommodate five to six employees each for a total of 22 more employee/workforce housing unit
 - c. Installing 35 RV sites.
 - d. Constructing a new bath/laundry facility.
 - e. Installing 19 storage units to accommodate the needs of homeowners in this area to improve aesthetics and reduce road traffic to storage facilities located in Gunnison.
 - f. Constructing 7 new cabins.
3. Southeast Quadrant
 - a. Constructing 1 cabin between other existing cabins.
4. Northeast Quadrant
 - a. Converting the lodge, which is units 20-27, into workforce housing.
 - b. Constructing a new laundry facility.
 - c. Installing a new steel shop and laundry facility.
 - d. Installing a new horse corral.
 - e. Installing a new recreational space/picnic area.

The net impact of the proposal is as follows:

1. 30 residential¹ housing units.
2. A new wastewater treatment plant instead of the existing septic system.
3. Two new laundry facilities instead of the old laundry facility.
4. Renovated utilities for the cabins that improve the health and safety protections for residents.
5. Instead of 25 guest cabins, there will be 33 guest cabins.
6. A new shop.
7. A new basketball court and a new soccer, baseball and volleyball court.
8. 35 new residential RV sites.
9. 19 storage units.

The estimated total new square footage of cabins and workforce housing is estimated to be 48,900 square feet. The total new square footage for the laundry facilities is estimated to be 3,300 square feet. The total new square footage of storage units is estimated to be 11,970 square feet. The total new square footage of recreational fields/picnic area is estimated to be 60,000 square feet. The recreational field/picnic area is currently an open lawn/field. The total proposed residential housing is 30 units. Harmels on the Taylor is willing to provide employee housing “not only for its only employees but also for the workforce housing needs of the community.” The Applicant has stated the “overall

¹ The Applicant has referred to this as “Employee/Workforce Housing”; however, because it will not be deed-restricted, it does not meet the definition of Workforce Housing.

operations would be year route for all new cabins and new employee housing units and May through October for the existing units.”

Table 1. Existing and Proposed Uses Matrix

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 “Overall Site Plan”	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area
1	1	Residential	593	Not Shown	SW	Demo	-593
2	2	Residential	864	Not Shown	SW	Demo	-864
3	3	ADU residential and commercial	708	Bunkhouse M	NW	Workforce Housing (dorm style for up to 4 employees)	0
4	4	ADU Residential and Commercial	1260	Not Shown	SW	Demo	-1260
5	5	ADU Residential and Commercial	1568	Dining/Kitchen	SW	No Change	0
6	6	Restaurant 68% Retail/Store 17% Lodge 25%	8270	Store/Office Kitchen/Dining	SW	No change	0
7	7	Commercial Cottage	596	Unit 10	NE	No Change	0
8	8	Commercial Cottage	399	Unit 3	NE	No Change	0
9	9	Commercial Cottage	301	Unit 4	NE	No Change	0
10	10	Commercial Cottage	406	Unit 5	NE	No Change	0
11	11	Commercial Cottage	285	Unit 6	NE	No Change	0
12	12	Commercial Cottage	575	Unit 7	NE	No Change	0
13	13	Commercial Cottage	405	Unit 8	NE	No Change	0
14	14	Commercial Cottage	668	Unit 15	SE	No Change	0
15	15	Commercial Cottage	648	Unit 19	SE	No Change	0
16	16	Commercial Cottage	669	Unit 14	SE	No Change	0
17	17	Commercial Cottage	897	Unit 12	SE	No Change	0
18	18	Commercial Cottage	471	Unit 2	SW	No Change	0
19	19	Commercial Cottage	640	Unit 9	NE	No Change	0
20	20	Commercial Cottage	668	Unit 13	SE	No Change	0
21	21	Commercial Cottage	305	Unit 11	SE	No Change	0
22	22	Commercial Cottage	1568	Units 36-39	SE	No Change	0
23	23	Commercial Cottage	674	Unit 18	SE	No Change	0
24	24	Commercial Cottage	555	Unit 16	SE	No Change	0

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 "Overall Site Plan"	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area
25	25	Commercial Cottage	1188	Unit 28 & 29	NE	No Change	0
26	26	Commercial Cottage	1022	Units 34 & 35	SE	No Change	0
27	27	Commercial Cottage	1274	Units 30 & 31	NE	No Change	0
28	28	Commercial Cottage	1073	Unit 17	SE	No Change	0
29	29	Commercial Cottage	576	Unit 32	SE	No Change	0
30	30	Commercial Cottage	576	Unit 33	SE	No Change	0
31	31	Commercial Cottage	2568	Lodge 20-27	NE	Workforce Housing (apartment style 8 employees)	0
32	32	Commercial Cottage 69% Light Commercial Utility 31%	1530	Laundry & Storage (Not Shown)	SW	Demo	-1530
33	33	Fam Utility Shed	128	Stables Tack Room (not labeled)	NW	No Change	0
34	34	Stable	708	Stables /Barn	NW	No Change	0
35	n/a	n/a	n/a	4-BD Cabin (Northernmost)	SW	Cabin 1	2,000
36	n/a	n/a	n/a	4-BD Cabin (2 nd Northernmost)	SW	Cabin 2	2,000
37	n/a	n/a	n/a	4-BD Cabin (3 rd Northernmost)	SW	Cabin 3	2,000
38	n/a	n/a	n/a	4-BD Cabin (Southernmost)	SW	Cabin 4	2,000
39	n/a	n/a	n/a	Employee Housing (Northernmost Building)	NW	Employee Lodge 1 (5 apartments)	5477
40	n/a	n/a	n/a	Employee Housing (2 nd Northernmost Building)	NW	Employee Lodge 2 (6 apartments)	6573
41	n/a	n/a	n/a	Employee Housing (3 rd Northernmost Building)	NW	Employee Lodge 3 (6 apartments)	6573
42	n/a	n/a	n/a	Employee Housing (Southernmost Building)	NW	Employee Lodge 4 (5 apartments)	5477
43	n/a	n/a	n/a	New RV Site	NW	35 RV Sites (each site 60x30, total 63,000 sq ft)	63,000
44	n/a	n/a	n/a	Bath/Laundry Facility	NW	Bath + Laundry Facility	800
45	n/a	n/a	n/a	5-BDRM Cabin	NW	Cabin 5	3,000
46	n/a	n/a	n/a	5-BDRM Cabin	NW	Cabin 6	3,000
47	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 7	1,800
48	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 8	1,800

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 "Overall Site Plan"	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area
49	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 9	1,800
50	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 10	1,800
51	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 11	1,800
52	n/a	n/a	n/a	3-BD Cabin	SE	Cabin 12	1,800
52	n/a	n/a	n/a	Storage Units	NW	19 Storage Units (available to public)	11970
54	n/a	n/a	n/a	Laundry	NE	Laundry Facility	2,500
55	n/a	n/a	n/a	Shop	NE	Steel Shop (existing 2,400 square feet and no new shop will be constructed)	--
56	n/a	n/a	n/a	Improved Horse Corral	NE	Horse Corral (existing and will be updated without expanding size)	---
58	n/a	n/a	n/a	Wastewater Treatment Plant	SW	Wastewater Treatment Plant	400 (this is subject to change based on state requirements)

Project Location and Legal Description: The subject parcel is located at 6748 County Road 740. The parcel is legally described as a tract of land in Sections 27, 28, and 34, Township 14 South, Range 85 West, 6th pm.

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Major Impact Application Form
- Cover Letter
- preliminary sewer line layout and WWTP Location
- Estimated water and wastewater flows
- Water feasibility
- Letter from Jerry Green concerning State application for WWTP
- drainage plan
- Wildlife Map
- Augmentation Plan
- Water Decree
- June 21, 2024 Letter: Additional information relating to LUC-24-00021 Harmels on the Taylor
- June 21, 2024 Amended Project Description
- Site Plan
- Sage Grouse information

- August 1, 2024 Staff Report
- August 1, 2024 Staff Memo
- November 21, 2024 Staff Memo
- August 1, 2024 Work Session Minutes
- October 3, 2024 Work Session Minutes
- November 21, 2024 Joint Public Hearing Minutes
- December 14, 2024 Letter: Law of the Rockies, "Re: Additional submittals in response to sketch plan hearing"

IMPACT CLASSIFICATION:

The project is a Major Impact pursuant to Section 7-101:C. *Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.*

MEETING DATES:

The Planning Commission held work sessions and public hearings to discuss the Discount Storage Expansion of Commercial Use application on the following dates:

- August 1, 2024 Work Session
- October 3, 2024 Work Session and Site Visit
- November 21, 2024 Planning Commission + Board of County Commissioners Joint Public Hearing
- January 9, 2024 Continued Joint Public Hearing

SITE VISIT:

The Planning Commission conducted a site visit on October 3, 2024. The Commission noted the following:

- The site visit was thoughtfully curated; and
- Questions regarding screening and siting of proposed storage units; and
- Requested additional clarification if the staff housing would be available outside of the regular summer operating season; and
- Questions regarding if the Applicant was considering burying aerial utility lines; and
- Requested additional clarification on how the proposed trail network would promote pedestrian circulation throughout the site; and
- How would the proposed dump station impact traffic and requested clarification on site design and circulation to ensure vehicular queues would not impact county roads; and
- Requested game camera footage be provided at the next meeting.

PUBLIC HEARING:

The Planning Commission and the Board of County Commissioners conducted a joint public hearing on November 21, 2024 and January 9, 2025. Comments received at the hearings and via email are summarized below. The entirety of the public record is included within the Land Use Change permit file.

Water Usage and Well Impact:

- Concerns about the significant increase in water usage due to the proposed expansion.
- Shallow wells in the area could be at risk of drying out, and residents questioned who would bear the cost of drilling deeper wells.

- Concerns raised about water demands for amenities like laundry facilities, RV sites, and the wastewater treatment plant.
- Further study is needed to assess impacts on water resources.

Wastewater Treatment Plant and Dump Station

- Objections and concerns regarding the proposed location of the wastewater treatment plant near the river and residential properties.
- Concerns included potential impacts on water quality, fishing, and recreational activities.
- Suggestions to relocate the plant, improving the existing system, or add a retention pond to monitor water quality.
- Restrict public use of the dump station to minimize traffic.

Traffic and Safety:

- An increase in traffic on Spring Creek Road and other local intersections was a major concern.
- Residents noted issues with existing traffic enforcement and requested a comprehensive traffic study during peak usage times (e.g., when the Spring Creek Reservoir is fully open).
- Safety concerns were highlighted, including the danger to pedestrians and wildlife attempting to cross busy roads.

Wildlife:

- The expansion could harm the area's ecosystem and wildlife such as moose, deer, bear, and bighorn sheep.
- Concerns regarding impacts to wildlife movement and the need for buffering to mitigate disruption.
- Further study is needed to assess impacts on the environment and wildlife.

Wildfire Hazard

- Increased use of fire rings at campsites, combined with existing beetle-kill vegetation, raised fire safety concerns.
- Suggestions included implementing defensible space, installing fire hydrants, and creating potable water storage for fire emergencies.

Community Character and Compatibility:

- The expansion was inconsistent with the area's rural and natural character, describing the proposal as unsustainable and detrimental to the community.
- Concerns about noise, density, and changes to the landscape.
- Concerns regarding the potential transformation of the existing landscape.

RV and Glamping Sites:

- Concerns regarding the proposed RV and glamping sites, citing oversaturation of similar facilities and the steep slopes of proposed RV site location.
- Residents felt these changes would negatively alter the area's intended use and atmosphere.

ADJACENT AND NEARBY USES:

Residential and agricultural

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the application was sent via email on June 5, 2024 to the following referral agencies for review and comment:

- Gunnison County Electric Association, Inc. (GCEA)
- Colorado Parks and Wildlife (CPW)

- Gunnison County Public Works
- RE1-J School District
- Gunnison Fire Protection District (GFPD)
- Colorado State Forest Service
- Colorado Department of Transportation (CDOT)
- Colorado Division of Water Resources
- US Forest Service, Grand Mesa Uncompahgre and Gunnison National Forests
- Colorado Department of Health and Environment (CDPHE)
- Gunnison Health and Human Services
- Gunnison County Sage-Grouse Biologist
- Gunnison Valley Regional Housing Authority (GVRHA)
- Colorado Geological Survey (CGS)
- Gunnison County Building and Environmental Health Official

The following referral agencies submitted comments:

- June 6, 2024: Email “Re: Re: LUC-24-00021 Harmels on the Taylor Major Impact Referral,” Bob Hurford, PE, Division Engineer, Water Division 4, Montrose, Colorado Division of Water Resources
- June 17, 2024: Letter “Gunnison Sage-grouse Habitat Site Specific Analysis Permit Application Number LUC-24-00021”, Ben Prior, Wildlife Biologist, Gunnison Conservation District
- June 25, 2024: Email “Re: LUC-24-00021 Harmels on the Taylor Major Impact Referral,” Jen Chavez, Consumer Protection Specialist, Gunnison County Health and Human Services
- June 26, 2024: Email “Re: [EXTERNAL] Re: LUC-24-00021 Harmels on the Taylor Major Impact Referral,” Matt Feier, Strategy Execution Specialist, GCEA
- June 26, 2024: Email “Re: LUC-24-00021 Harmels on the Taylor Major Impact Referral,” Martin Schmidt, Assistant County Manager for Public Works, Gunnison County
- July 3, 2024: Letter “RE: LUC-24-00021/ Harmels on the Taylor (1000 County Road 742, Almont),” Codi Prior, District Wildlife Manager, CPW
- July 26, 2024: Letter “RE: LUC-24-00021/ Harmels on the Taylor (1000 County Road 742, Almont),” Codi Prior, District Wildlife Manager, CPW

Comments were not received from the following agencies:

- RE1-J School District
- Gunnison Fire Protection District (GFPD)
- Colorado State Forest Service
- Colorado Department of Transportation (CDOT)
- Gunnison Health and Human Services
- Gunnison County Sage-Grouse Biologist
- Gunnison County Building and Environmental Health Official
- Gunnison Valley Regional Housing Authority (GVRHA)
- Colorado Department of Health and Environment (CDPHE)

COMPLIANCE WITH APPLICABLE SECTIONS OF THE GUNNISON COUNTY LAND USE RESOLUTION:

7-102: B.: Compatibility with community character; no adverse impact future development of the development area.

Applicable, compliance with the following standard shall be considered broadly and conceptually at Sketch Plan review.

B. COMPATIBILITY WITH COMMUNITY CHARACTER. *The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the development area, and shall not adversely impact the future development of the development area.*

7-102: C.: Phases stand alone

Not applicable, no phasing proposed.

7-102: D.: Uses identified on all subdivision lots

Not applicable, subdivision is not proposed.

9-101: E. and F.: Secondary residences are allowed, and standards are addressed in covenants

Not applicable, the application is not for subdivision.

9-102: Home occupations

May be applicable, it is unclear if Home Occupations are permitted in the residential component of the Application.

9-103: Bed and breakfast

Not applicable, this use is not proposed in the application.

9-203: Mobile home communities

Not applicable, this use is not proposed in the application.

9-302: Farm or ranch stand

Not applicable, this use is not proposed in the application.

9-303: Dude ranches and resorts

Applicable, In addition to complying with all other applicable standards and requirements of this Resolution, the Applicant will demonstrate compliance with the following standards of this Section at Preliminary Plan:

A. ACCESS TO PUBLIC LAND. Where activities require use of public lands, the dude ranch or resort shall have the applicable Special Use Permit or its equivalent from the appropriate public lands agency, and shall abut these lands or have access to them by either:

1. EASEMENT OR AGREEMENT. A written access agreement or easement across any intervening private land; or

2. PUBLIC ROAD. A public road.

B. COOKING AND DINING FACILITIES. Full service cooking or dining facilities may be provided but shall not be required. Individual cabins may be served by kitchens in the cabins, or by a central dining hall.

C. LIMITATIONS ON OCCUPANCY. Lodging rooms or individual cabins shall not be used for long term rentals. Fulltime residents shall be limited to the dude ranch or resort owner or manager and their family, employees, and family guests.

9-304: Adult-oriented uses

Not applicable, this use is not proposed in the application.

9-305: Seasonal recreational vehicle parks and campgrounds

Applicable, the proposal includes RV camp sites. The Applicant will be required to demonstrate compliance with the provisions of this Section at Preliminary Plan, including but not limited to compliance with the Colorado Department of Public Health and the Environment (CDPHE) campground standards, identify hours of operation which shall not accommodate year-round residences, and meet the setbacks shown in Table 3: *Recreational Vehicle Park Property Line Setbacks*, demonstrate refuse will be addressed pursuant to recommendations by the Colorado Parks and Wildlife (CPW).

The Application was referred to the CDPHE and CPW for comment. CDPHE did not provide comment. CPW comment is incorporated in Section 1-106 of the Report.

9-400: Minerals and construction materials

Not applicable, this use is not proposed in the application.

9-501: Special events

Not applicable, this use is not proposed in the application.

9-502: Temporary structures

Not applicable, this use is not proposed in the application.

9-503: Satellite dishes

Not applicable, this use is not proposed in the application.

9-504: Attached wireless communications devices

Not applicable, this use is not proposed in the application.

9-505: Freestanding wireless communications structures

Not applicable, this use is not proposed in the application.

9-506: Child care center

Not applicable, this use is not proposed in the application.

9-507: Group home

Not applicable, this use is not proposed in the application.

9-508: Keeping of livestock not on an agricultural operation

Applicable, the Property has a stable and corral. The keeping of livestock not a part of agricultural operations is permitted without a Land Use Change permit and is subject to the Standards of this section.

9-509: Camping on individual parcel

Not applicable, this use is not proposed in the application.

9-600: Essential housing

To be determined, the Applicant has indicated they will provide “30 employee/essential housing units” and make these units available to qualified residents when not occupied by Harmels employees. The Application does not indicate these will be deed restricted units.

Additional information regarding the programming and management of these units will be requested during the Preliminary Plan Review. The Gunnison Valley Regional Housing Authority did not provide comment on the Application.

10-102: Locational standards for residential development

Applicable, the 30 new employee housing units is a new residential use. The project is not located within a three-mile planning area, it is not adjacent to an existing population center (Almont), therefore, it shall comply with Section 10-103:C.3.a *Conditions are Appropriate for Smaller Lots or Greater Density*.

10-103: Residential density

Applicable, the 30 new employee housing units is a new residential use.

The project is not located within a three-mile planning area, it is not adjacent to an existing population center (Almont), therefore, it shall comply with Section 10-103:C.3.a *Conditions are Appropriate for Smaller Lots or Greater Density*.

CONDITIONS ARE APPROPRIATE FOR SMALLER LOTS OR GREATER DENSITY. The project shall be considered for smaller lots or greater density when all of the following four requirements are met:

1. DEVELOPMENT SERVED BY PUBLIC WASTEWATER TREATMENT SYSTEM. The development is or will be served by a public wastewater treatment system, by approval of the subject application pursuant to Section 12-106: Sewage Disposal/Wastewater Treatment.

Staff Response: the development will be served by a central wastewater treatment system.

2. DEVELOPMENT SERVED BY OTHER SERVICES AND FACILITIES. To the maximum extent feasible, the development is or will be served by a public water supply, public transportation and other public services and facilities by approval of the subject application.

Staff Response: The development will be served by well water. There are no services in this area such as public transportation nor grocery stores; however, it can be reasonably assumed that when the units are occupied by employees of the Resort, those employees would walk to work and not generate additional vehicular trips for employment purposes. If the housing is offered to non-employees, those residents would not have access to public transportation and would be car-dependent.

3. COMPATIBLE WITH NEIGHBORHOOD. The development is compatible with the neighborhood existing when the Land Use Change Permit application is submitted. Methods of ensuring compatibility may include, but are not limited to:

a. PERMANENT COVENANTS TO ENSURE CONTINUED COMPATIBILITY WITH NEIGHBORHOOD USES AND DENSITIES. The proposed development includes permanent protective covenants that, at a minimum, address the following, to ensure that, if approved, it remains compatible with the neighborhood uses and densities that exist as of the date of approval of the Land Use Change Permit:

1. DESIGN STANDARDS. Building exterior design standards.

2. LANDSCAPING. Landscaping requirements.

3. OUTSIDE PARKING AND STORAGE. Standards and limitations on outside parking and storage.

4. COMPATIBILITY OF USES. Conditions pursuant to Section 13-119: Standards to Ensure Compatible Uses.

5. BUILDING SIZE. Building size.

b. SITE LAYOUT AND DESIGN. The proposed development shall locate buildings and lots to minimize to minimize visual impact.

Staff Response: Covenants are not proposed that would address these standards due to the relationship of the residential to the commercial elements of the proposal.

10-104: Locational standards for commercial, industrial or other non-residential uses

Applicable, compliance to be considered "broadly and conceptually" at review.

B. Primary Locational Standard, 1. Adjacent To Incorporated Municipality.

Staff Response: The property is not adjacent to the City of Gunnison, therefore, the proposal shall meet the Standards of 10-104:C Alternative Locational Standards.

C. Alternative Locational Standards.

When the applicant has demonstrated that a proposed commercial, light industrial, industrial or other non-residential development cannot satisfy the primary locational standard, the location may be approved if the Board finds that in addition to meeting all of the other applicable requirements of this Resolution, the cumulative impacts of the proposed development and existing development will result in no significant net adverse impact to neighborhood uses, wildlife, visual quality, air or water quality, and the proposed use complies with the following:

1. Locational Considerations.

a. Necessary Location.

The location is necessary because of specific circumstances including location of minerals, unique transportation needs or geologic conditions; or

b. No Site Is Reasonably Attainable In Or Adjacent To The Nearest Municipality Or Existing Permitted Business Or Industrial Park. There is no site reasonably attainable within or adjacent to the municipality or existing permitted businesses or industrial park nearest the proposed development site, in an area that qualifies for annexation, or is consistent with a municipal Three Mile Plan area. Evaluation of suitability shall consider size of parcel needed, reasonable availability of necessary utilities and other infrastructure, and the applicant shall provide documentation of comparable sites. Economic feasibility or practicality of comparable sites may be considered, but shall not be the deciding factor in determining suitability; or

c. Location Well-Suited To Specific Use.

The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval; or

d. Need Or Use Is Well-Suited In A Particular Area.

There is a documented need for the specific use in the proposed location; or

e. Use Is Designed To Serve A Specific Residential Area.

The development will be located and designed primarily to serve an integral part of a specific residential area or development, and shall provide services that are reasonably likely to reduce vehicle trips between the residential area and population centers.

Applicant Response: As you are aware, Section 10-104 C. provides alternative locational standards for commercial activities, including a subsection 1.c. relating to "Location Well-Suited to Specific Use" which provides that, "The proposed location is particularly well-suited for the specific use (recreational facilities, including dude ranches or resorts); provided, however, that location in a high traffic area or on a highway artery shall not, in and of itself, qualify a proposed commercial development for approval." The LUR clearly treats dude ranches/resorts like Harmel's resort as commercial under this provision and so the residential provisions of 10-102 and 10-103 would not be applicable. This reading seems consistent with the Assessor's records, which show Harmel's resort as having twenty-nine 'commercial' guest cottages.

The proposed application does meet the requirements of Section 10-104 C.1.c. because: The historic Harmel's resort exists at this location. The existing location of the resort is well suited for the dude ranch/resort type of operation because: (a) it is a location where multiple roadways intersect, (b) it is a location where multiple natural features intersect such as Spring Creek and Taylor River, (c) it adjoins various resort amenities such as nearby Forest Service and other outdoor recreational opportunities, and (d) it is largely shielded from the rest of the surrounding area and neighborhood by natural topography as it is located where two valleys come together, which will make many of the proposed improvements less visible from the road and much less visible (if not entirely impossible to see) by neighboring properties. The proposal includes items like the water treatment plant and other provisions to improve the existing amenities so as to bring up to current standards much of the existing amenities in order to reduce impacts to the environment and neighborhood as a whole. Given the existing impacts at the Harmel's resort and the improvements, Harmels believes that there will be no significant net adverse impact to the neighborhood uses, wildlife, visual quality, air or water quality and, in fact, that these impacts will be reduced or otherwise improved by the application.

2. COMPATIBLE WITH EXISTING USES ESTABLISHED IN IMPACT AREA. The proposed use is compatible with uses established in the impact area.

The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 *Locational Considerations*).

3. NO SIGNIFICANT NET ADVERSE EFFECT. There will be no significant net adverse effect, including cumulative impacts when there is a reasonable probability that there are cumulative impacts, of the proposed and existing developments on adjacent land uses, County or other infrastructure, or public health, safety or welfare, or the environment.

The Applicant addresses this standard in the response provided above (LUR Section 10-104:C.1 *Locational Considerations*).

11-102: Voluntary best management practices

No submittal requirements; no standard of compliance

11-103: Development in flood hazard areas

Applicable, a portion of the parcel is within the 100-year floodplain. The applicant is not proposing any development within the 100-year floodplain.

11-104: Development in geologic hazard areas

Applicable, the subject parcel is within a mapped geologic hazard area. Specific areas of concern are the improvements at the base of a Rockfall Hazard area including the improved horse corral, recreational area, shop and laundry, and the within the Rockfall Hazard area west of Spring Creek. The RV sites are proposed on slopes of 15-30%, and development is not permitted on slopes greater than 30% unless the Applicant demonstrates compliance with the following standards at Preliminary Plan:

DEVELOPMENT ON SLOPES GREATER THAN 30 PERCENT. Development shall be permitted to occur on slopes greater than 30 percent only if the applicant demonstrates that the development cannot avoid such areas, pursuant to Section 11-104:F.3: HAZARD AVOIDANCE and the development complies with the following minimum requirements and standards, as certified by a qualified professional engineer licensed in the State of Colorado or qualified professional geologist:

- a. CUTTING AND FILLING. Cutting, filling, and other grading activities shall be confined to the minimum area necessary for construction and shall comply with the requirements of Section 13-116: Grading and Erosion Control, and Section 13-117: Drainage, Construction and Post-Construction Storm Water Runoff.
- b. DESIGN SHALL FIT SITE. Development shall be located and designed to follow natural grade, rather than adjusting the site to fit the structure. For example, instead of creating a single flat bench or terrace for a building platform, the structure should instead be stepped up or down the hillside. Roads and driveways built to serve the development shall follow the contours of the natural terrain and, if feasible, shall be located behind existing landforms. When applicable possible, driveways that serve more than one lot are encouraged required, to minimize necessary grading, paving and site disturbance.
- c. RECLAMATION OF DISTURBED AREAS. Areas disturbed during development shall be restored as natural-appearing landforms that blend in with adjacent undisturbed slopes. Abrupt angular transitions and linear slopes shall be avoided. Areas disturbed by grading shall be contoured so they can be re-vegetated, and shall be planted and shall have vegetation established and growing within two growing seasons, using species with a diversity of native and/or desirable non-native vegetation capable of supporting the post disturbance land use. Species planted shall include those that will provide for quick soil stabilization, provide litter and nutrients for soil building and are self-renewing. Top soil shall be stockpiled and placed on disturbed areas. Retaining walls made of wood, stone, vegetation or other materials that blend with the natural landscape should be used to reduce the steepness of cut slopes and to provide planting pockets conducive to revegetation. Where such materials cannot be used, masonry that conveys a scale and texture similar to that of traditional surrounding rock walls shall be used.
- d. UTILITIES. Utilities serving the development shall be placed underground, in existing or proposed road rights of-way, to the maximum extent feasible, unless such placement would

cause significant disturbance to a sensitive natural area or feature. Underground utility easements shall have vegetation established and growing within two growing seasons.

e. **DEVELOPMENT PROHIBITED.** Development shall be prohibited on any slope in excess of 30 percent that is also located in an area that is determined to be a very high wildfire hazard area, pursuant to Section 11- 104: C: Applicability

A geologic hazard report and evaluation is not required at Sketch Plan; however, will be required at Preliminary Plan review.

11-105: Development in wildfire hazard areas

Applicable, the parcel is in a high and very high wildfire hazard area. A copy of the application has been referred to the Gunnison Fire Protection District and Colorado State Forest Service for review and comment. Neither agency provided comment at the time of this Report.

11-106: Protection of wildlife habitat areas

Applicable, the parcel is located in the following wildlife habitat areas according to preliminary review of the Colorado Parks & Wildlife - Wildlife Species Map Application and the Gunnison County Map Viewer.

- Bighorn Sheep Migration Corridor
- Bighorn Sheep Winter Range
- Bighorn Sheep Summer Range
- Elk Summer Range
- Elk Winter Concentration Area
- Elk Winter Range
- Bald Eagle Roost Site
- Gunnison Sage-grouse USFWS Critical Habitat
- Occupied Gunnison Sage-grouse Habitat
- Adjacent to, but not within, Tier I Gunnison Sage-grouse Habitat

The Applicant has provided the following narrative response to this section:

Though identified as habitat for wildlife by the County Map Viewer, Harmels has been in existence for many decades and is not used by wildlife. The prior owners did not observe substantial wildlife and the proposed new uses will not create any materially new impacts on wildlife. A Gunnison Sage-Grouse has never been seen on any of the parcels in this application, including by the prior owners who owned the property for many decades. Logically, Harmels cannot be critical habitat for any existent wildlife as Harmels is already in existence. Regardless, in accordance with 11-106, no new exterior boundary fencing is proposed as part of this application. Historic fencing does exist and where barbed wire fencing for horse containment is not necessary, the existing fencing will be removed or replaced with wildlife friendly fencing as it fails over time. All outdoor trash receptacles will be bear-proof. Accordingly, the proposed application presents no net impact on wildlife and, given the mitigation measures, will ultimately be more protective of wildlife than the status quo.

A Gunnison Sage-grouse analysis was completed on June 17, 2024. The review approved the proposal relative to Gunnison sage-grouse impacts with conditions, further stating the proposal "...will not adversely impact Gunnison sage-grouse or their habitats beyond that which has already occurred." The conditions of this letter should be incorporated into any approval document(s).

Colorado Parks and Wildlife provided comments on July 3 and Jul 26, 2024. Staff is unable to insert these comments in entirety due to formatting issues. Full comment letters are available on the Project File (“Referral Comment: CO Parks and Wildlife” and “Referral Comment: CPW Amendment”). The comments expressed concern regarding impacts to the native Taylor River bighorn sheep herd that winters on the Almont Triangle and that “relies on landscape permeability” to reach the Almont Triangle during winter. Herd ewes use the area near the confluence of Spring Creek and Taylor River, and CPW is concerned the development would impact ewes movement to lambing areas and other migrating bighorn. CPW also expressed concern regarding the “wall of RV sites”, year-round housing, and the overall impacts of full-time activity in the area.

11-107: Protection of water quality

Applicable, the subject parcel includes water bodies within 125 feet and shall comply with the standards of this Section. No development may be proposed within the inner restrictive buffer of a water body. A water quality protection plan shall be required at Preliminary Plan.

11-108: Standards for development on ridgelines

Not applicable, there are no ridgelines, as defined in the LUR, within the development area of the subject parcel.

11-109: Development that affects agricultural lands

Applicable, the subject parcel is adjacent to agricultural lands. The standards of this Section shall apply.

The Applicant provided the following narrative response:

All of the adjoining parcels are vacant, residential or commercial with the exception of the parcels in the Wilder on the Taylor subdivision, which are agricultural. With the exception of a ditch (the “Spring Creek Irrigation Ditch”) located north of the Fishing Pond and shown on Exhibit 4, the only agricultural ditches located on the parcels serve Harmels on the Taylor and do not provide water to any other property owner. The Spring Creek Irrigation Ditch is separated from the proposed RV spots by a minimum of approximately 45 feet of space, including a 30 foot roadway that should prevent any impact from the RV spots from reaching the ditch. Wilder on the Taylor is the only immediate agricultural user of the ditch. If any agricultural user of the ditch requests, Harmels on the Taylor, at its expense, will place the ditch in an appropriate pipeline to ensure there is no impact to the ditch. There are no livestock drive or other agricultural easements on the parcels except for the easement to maintain the Spring Creek Irrigation Ditch and as otherwise identified on Exhibit 8.

11-110: Development beyond snowplowed access

Not applicable, the subject parcel is not beyond snowplowed access.

11-111: Development on Inholdings in national wilderness

Not applicable, the subject parcel is not an inholding in a national wilderness.

11-112: Development above timberline

Not applicable, the subject parcel is not above timberline.

12-103: Road system

Applicable, the development of the road system shall comply with this Section.

Public Works provide the following comment on June 26, 2024:

“Public Works is concerned that Section 9-600 says that they are providing housing, but 13-112 says that they don’t need snow storage because it’s not open year-round. If they offer housing to non-employees or employees year-round, they need a snow storage plan. Public Works would like to see either snow storage areas or specific language not allowing plowing.”

Engineered road plans and a traffic study are not required at the Sketch Plan stage of a Major Impact project; those elements are required at Preliminary Plan.

12-104: Trails

Not Applicable, while there are trails are proposed as part of this application, these trails are for internal circulation within Harmels and not intended for general public use.

12-105: Water Supply

Applicable, the proposed use will require additional water supply. The Applicant has provided estimated daily water demand in “Estimated Water and Wastewater Flows”, Jerry Greene, PE, February 10, 2024. The estimated potable water demands are:

- Estimated daily demand for potable water: 25,050 gal/day
- Estimated maximum daily demand for potable water: 32,565 gal/day
- Estimated peak hour demand: 45,090 gal/hour

Domestic and commercial water existing and proposed uses and sources are identified in “Water feasibility for Harmels on the Taylor River Major Impact Land Use Change Application” Jacob A. With, Esq., April 11, 2024.

The existing water uses are:

- Restaurant
- 39 cabin units
- Stock watering (three corrals and one stable)
- Two bunkhouses
- Laundry facility
- Irrigation

New beneficial water uses:

- 12 guest cabins
- 22 employee housing units
- 35 RV sites

The water sources are:

- Decreed Irrigation Right: Spring Creek (Elmer No. 2 Ditch)
- Decreed Irrigation Right: Taylor River (Elmer No. 1 Ditch, aka Elmer Ditch)
- Decreed Augmentation Plan Case No. 84CW147

Changes in water uses:

- Some uses will be outside the May-September season described in the 84CW147 decree
- The new 12 guest cabins and new 22 employee housing units will increase water consumption
- Wastewater will be treated by a new central facility, “reducing the consumptive use factor from 15% of water diverted for inside use to 5% of water diverted for inside use.”
- The letter claims “(t)he net effect of these changes is that the consumptive use of water at the resort is anticipated to decrease if the requested land use change is approved.”

The letter outlines two water augmentation paths the Applicant may consider:

- It could go through a water court process to amend its existing plan for augmentation to cover the new scope of uses on a year-round basis; or,
- It could purchase participation in Upper Gunnison River Water Conservancy District's umbrella plan for augmentation decreed in Case No. 03CW49. Based on cost-comparison of the two approaches, at this time the Applicant anticipated participating in the UGRWCD plan.

The Colorado Division of Water Resources provided the following comment on June 6, 2024: "I have reviewed the water supply section and the feasibility report and have no objections to the approach as laid out in this plan. Thank you for the opportunity to review and comment."

12-106: Wastewater treatment

Applicable, the applicant proposes a new central wastewater treatment system. The Applicant has provided estimated daily flows of 25,050 gallons per day in "Estimated Water and Wastewater Flows", Jerry Greene, PE, February 10, 2024.

The Application was referred to the Building and Environmental Health Official and Health and Human Services for review and comment. The Environmental Health Official did not provide comment.

Health and Human Services provided the following comment on June 25, 2024: "It does not appear that this project will significantly impact "the restaurant building". My only comment is that they will not be permitted to operate the coffee shop, restaurant, or bar while/if there is a lack of access to a functional wastewater system during the transition from the septic to the new wastewater treatment plant."

12-107: Fire protection

Applicable, the subject parcel is within the Gunnison Fire Protection District (GFPD) and a copy of the application has been referred to CBFPD and Colorado State Forest Service for review and comment. Comments were not received from either agency as of this Report.

13-102: B.: Location within municipal three-mile plan area

Not applicable, the proposal is not located within a three-mile plan area.

13-103: General Site Plan Standards And Lot Measurements

Applicable, no new lots are proposed; however, all new buildings are required to comply with the standards of this Section.

A detailed plan which clearly states the proposed height for each structure shall be submitted at Preliminary Plan.

13-104: Setbacks From Property Lines And Road Rights-Of-Way

Applicable, road setbacks and property line setbacks, are required to comply with the standards of this Section.

A detailed site plan which clearly states the proposed setbacks shall be submitted at Preliminary Plan.

13-105: Residential Building Sizes And Lot Coverages

Applicable, detailed plans will be required at Preliminary Plan Review.

13-107: Installation Of Solid-Fuel-Burning Devices

Applicable, the standards of this Section shall be applied at the time of building permit application.

13-108: Open Space And Recreation Areas

Applicable, Major Impact projects shall comply with this Section by providing open space by including landscaping elements pursuant to Section 13-111: Landscaping and Buffering, and setbacks from property lines pursuant to Section 13-104: Setbacks from Property Lines and Road Rights-of-Way. Pursuant to Section 7-201:i.4.4, the Applicant is required to show “general locations” of open space, and the requirements of Section 13-108 shall guide the design of the Sketch Plan. Setbacks will be confirmed as noted in Section 13-104 of this Report at Preliminary Plan.

13-109: Signs

Applicable, any proposed sign(s) shall meet the requirements of this Section. The applicant may submit designs for any proposed signs at the Preliminary Plan stage.

13-110: Off-Road Parking And Loading

Applicable, parking in compliance with this Section shall be required. Specific detail and location shall be demonstrated at Preliminary Plan.

13-111: Landscaping And Buffering

Applicable, this Section requires that a Major Impact application “shall integrate the elements of the site plan and design, so that the land use change preserves and enhances the unique identity of the site. Landscaping may include plant materials including trees, shrubs, ground covers, perennials and annuals, and other materials including rocks, walls, fences, planters and paving materials.”

A landscaping plan is required at Sketch Plan for Major Impact Commercial Use proposals. The amount of landscaping provided in landscaped areas is “at least one tree and three shrubs” per 500 square feet of “landscaped area.” The expansion area does not include additional landscaping. The Applicant has provided the following response to the Standard:

The landscaping plan includes additional vegetation for screening purposes as shown on Exhibit 4 (Site Plan). Except as otherwise shown on Exhibit 4 (Site Plan), all areas are to be kept and maintained consistent with existing uses except as otherwise dictated by fire mitigation efforts, if any. In general, except in pasture areas and areas already landscaped as well as a reasonable amount of landscaping around residences to reduce fire concerns and improve attractiveness, the parcels are to be maintained using a native seed mixture with minimal water or other ongoing maintenance except to remove noxious weeds

Section 13-111:M.3.a. *Buffering, Different Abutting Uses* requires a 50’ (landscaped) “buffer strip” between Residential and Commercial uses. There is no landscaping or buffering proposed between the adjacent parcels or within the parcel between the residential and commercial uses.

Section 3-111:M.1. *Buffering, Applicability* requires a Major Impact project to provide landscaped buffering between adjacent uses when topographical or other natural barriers do not provide reasonable screening and when the County finds that:

a. NEIGHBORING PROPERTIES

There is a need to shield neighboring properties from any adverse external effects of a proposed land use change; or

b. ADVERSE IMPACTS

There is a need to shield the land use change from negative impacts or adjacent land uses in high-density land use changes, and/or when building design and siting do not provide privacy.

13-112: Snow Storage

Applicable, compliance will be determined at Preliminary Plan review.

13-113: Fencing

Applicable, any proposed fencing shall comply with this Section.

13-114: Exterior Lighting

Applicable, the standards of this Section shall be applied at the time of building permit application. All lighting proposed on the parcel shall comply with this Section.

13-115: Reclamation And Noxious Weed Control

To be Determined, a Reclamation and Noxious Weed Control Plan may be required for Preliminary plan.

13-116: Grading And Erosion Control

Applicable, the design of the sketch plan has been guided by the standards of this Section. The Preliminary Plan is the step of this overall review in which engineered details are required to be indicated and assure compliance with this Section. Details of grading and erosion control are appropriately required at Preliminary Plan level of review as elements of detailed engineered plans.

13-117: Drainage, Construction And Post-Construction Storm Water Runoff

Applicable, this is a Major Impact Project, which may create more than 10,000 square feet of impervious surface area created by road and driveway improvements. A plan pursuant to this Section is required to be submitted in the Preliminary Plan, certified by a qualified professional engineer licensed in the State of Colorado, indicating that this project meets the standards of this Section including methods to ensure that drainage will not injure adjacent lands. Documentation of whether a Stormwater Discharge Permit is required for this project by the Colorado Department of Public Health and Environment is also required to be submitted as part of Preliminary Plan.

Subject to State standards, storm water runoff is required to be managed onsite, to direct runoff to stable, vegetated areas capable of maintaining sheet flow for infiltration, or to discharge to a storm water conveyance structure, designed to accommodate the projected additional flows from the proposed project.

13-118: Water Impoundments

Not applicable, no water impoundments, as defined in this Section, are proposed as part of this application.

13-119: Standards To Ensure Compatible Uses

Applicable, this Section notes that, "Proposed land use changes shall be designed, constructed, and maintained in a manner that will not adversely affect the character and tranquility of nearby residential or public use areas," as well as the following:

1. HAZARDS OR NUISANCES. *Land use changes shall not subject other uses to undue noise, dust, fumes, odor, explosion, aircraft flight patterns, or other hazards or nuisances, whether the result of design, location, basic character, or of planned or reasonably expected growth.*

2. ADVERSE IMPACTS TO ADJOINING LAND. *Land use changes shall eliminate or minimize or mitigate conflicts between adjoining land uses and to the maximum extent feasible, avoid changes that will result in significant net adverse impact to adjoining land.*

Further, this Section notes that, "...the applicable review body may recommend and the decision-making body shall be authorized to impose conditions that are necessary to minimize any potentially adverse impacts" as conditions of approval of a Permit, but does not require that those conditions be devised in actions taken on plans submitted in the phases of review that precede recommendation and/or action on a Permit (in this case, Sketch or Preliminary Plans for a Major Impact project).

Applicant response:

The proposal does not include any hazards or nuisances. The proposal should not create any conflicts with adjoining lands. Indeed, the only potentially identified conflict relates to the increased use nearby a ditch. To ensure that there is no significant net adverse impact, Harmels has agreed to place that ditch in a pipeline where adjacent to the proposed use if requested by the neighbor (at any time).

Additional items:

Hours. This is not a typical commercial operation with large numbers of deliveries by large vehicles. As a resort, it functions 24 hours a day because guests are given accommodation 24 hours a day. The resort must be operated in a way that provides an enjoyable experience to the guests. If a neighbor would be disturbed by a particular activity, the guests would be too. Accordingly, activities like deliveries and any other extraordinary and loud events would be kept between the hours of 8:00 a.m. and 9:00 p.m.

Noise and Glare. There is not anticipated to be any new glare generated by this proposal except that of vehicle traffic, which will be along existing roadways. Any new interior roadways will not create glare on adjoining properties. Vehicle traffic, except for emergencies, will be discouraged between the hours of 9:00 p.m. and 8:00 a.m.

Trash. Appropriate trash receptacles will be located throughout the property.

Illumination. The only anticipated new illumination would be on new buildings and would be full cutoff shielded and will not be motion sensor activated. Exterior lighting is to be turned off between the hours of 9:00 p.m. and 6:00 a.m.

Outdoor Services. There are no outdoor vending machines, telephones, or similar outdoor services.

Landscaping. Additional landscaping and buffering will be provided as shown on the proposed landscaping documents. Harmels is particularly sensitive to the desire to maintain the natural aesthetic and intends to engage in any additional landscaping and buffering as may be appropriate to better preserve that aesthetic once the improvements are made.

Height and Size Restrictions. Harmels is not proposing any new structures that would be more than one story and has located the structures so as to minimize views from public roadways.

Natural Lighting. Nothing in the proposal would alter the natural lighting for adjoining properties.

Solar Access. Nothing in the proposal would impact solar access for adjoining properties.

Odors and Fumes. The only potential odors and fumes will be from the waste treatment plant. It will be a modern plant built to state requirements and located so as to not create odors or fumes perceptible to any person on an adjoining property.

Dust Control. There is not an expectation that the project would create substantial amounts of new dust. There are limited amounts of new access and that access will only have very slow traffic given the location.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. The project is a Major Impact pursuant to Section 7-101:C. *Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.*
2. Pursuant to Section 7-102: *Standards of Approval for Major Impact Projects*, the Commission hereby finds and concludes:
 - a. This Sketch Plan application is generally consistent with the standards and requirements of the *Resolution*, pursuant to Section 7-103, *i.e.*, compliance of the proposed land use change with the standards of the *Resolution* are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of the standards of the *Resolution* within its conceptual presentation of the proposed development pursuant to the foregoing standard.
 - b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above. The proposed development is compatible with the community character and is an enhancement of the development area because it will create a secure source of housing for community residents and does not adversely impact the area. A final determination of whether or not the proposed land use change would result in a significant adverse net effect to adjacent land uses can occur only after the applicant has submitted the Preliminary Plan application, again taking into account the provisions of LUR Section 9-604 and the liberal construction of LUR to meet its stated purposes, which include providing adequate housing for all people.
 - c. Phasing has not been proposed by the applicant within this Sketch Plan submittal.
 - d. All uses have been identified on lots within this proposed development.
 - e. Commercial uses are proposed at the site. The Commission finds that these proposed uses meet the sketch plan standards of the LUR.
3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
 - a. Concerns regarding potential impacts to wildlife as described in Section 11-106: *Protection of Wildlife Habitat Areas.*
 - b. Concerns regarding development within a geological hazard area further described in Section 11-104: *Development in Geologic Hazard Areas.*
 - c. Concerns regarding whether there is sufficient demand for storage units.
 - d. Concerns regarding how the “employee housing” component would be managed.
 - e. Concerns regarding operation of the proposed dump station.
 - f. Concerns regarding potential ATV/UTV usage on the property.
 - g. Concerns regarding the proposed water supply impacting adjacent wells.

- h. Concerns regarding the proposed wastewater treatment plant that is proposed to treat existing wastewater and wastewater generated by the expansion of use.
- i. Concerns regarding the accuracy of a traffic study that does not consider the currently “closed” Spring Creek Reservoir and the bridge closures on Spring Creek Road impacting access to the Doctor Park trailhead.
- j. Neighboring property owner concerns regarding compatibility with the current neighborhood character.
- k. Concern regarding operation of the RV sites and potential wildfire hazard.
- l. Concerns regarding traffic impacts from a public dump station.
- m. Concerns regarding guest and visitor circulation during peak occupancy.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-22-00021 be classified as a Major Impact Sketch Plan, and that the Sketch Plan be approved with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.
2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
 - a. The Applicant will include an ATV/UTV management plan with the following use limitations generally described:
 - a. The applicant will prohibit guests from using ATV/UTVs to and through Harmels property; however, exceptions shall be granted for emergencies and/or guests with disabilities; who may be shuttled within the property by Harmels staff in ATV/UTVs.
 - b. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
 - c. Employees will continue to use ATV/UTVs for maintenance and general operations.
 - d. Applicant will identify an enforcement policy.
 - b. The Applicant will include an RV management plan with the following use limitations generally described:
 - a. Outdoor trash receptacles will be provided, like in the rest of the resort, proximate to RV sites. Harmels collects the trash twice a day and puts it into its trash compactor.
 - b. A trash disposal location will be provided for RV users. This is anticipated to be the existing waste disposal location for the restaurant. This is in addition to the outdoor trash receptacles in Section b.a.
 - c. Identify hours of operation.
 - d. Outdoor fire and grill regulations.
 - e. Occupancy of RVs will not be permitted during winter for either staff or guests. The Applicant will provide an operation range to ensure clarity for the applicant and for any potential enforcement. RVs will be removed during winter months.
 - f. Applicant will identify an enforcement policy.

- c. The Applicant will include a storage unit management plan with the following use limitations generally described subject to revisions based on the needs assessment:
 - a. All storage unit renters or users must be one of the following (1) the landowner or the operator; or (2) an employee of the landowner or operator, or (3) a person residing, full or part-time, northeast of the intersection of Highway 135 and County Road 742.
 - b. Identify proposed hours of operation.
 - c. The storage units will not be illuminated after 8:00 p.m.
 - d. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
 - e. Applicant will identify an enforcement policy.
 - d. The Applicant will address the following regarding employee housing component.
 - a. The Applicant will provide a draft deed restriction for the employee housing component.
 - b. Identify ownership vs. rental units.
 - c. Management of units.
 - d. Occupancy and duration of occupancy of units.
 - e. The Applicant will provide a needs assessment for the proposed storage units.
 - f. The Applicant shall submit a water supply plan that considers impacts to neighboring wells in compliance with county, state, and any other applicable agency or industry standard.
 - g. The traffic study will consider trip demand generated by a fully operational Spring Creek Reservoir and full access to the Doctor Park trailhead.
 - h. Identify how vehicles, pedestrians, domestic animals, guests, visitors, will circulate through the property, including access across county roads.
 - i. Demonstration of compliance with LUR Section 11-106: *Protection of Wildlife Habitat Areas*, including submitting a report addressing direct and cumulative impacts to wildlife and its habitats pursuant to Section 11-106:F.4 *Wildlife Habitat Analysis of Minor Impact or Major Impact Projects*.
3. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only, but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all of the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.
 4. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. Extension of Submittal Deadline, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void, and require the applicant to begin the Sketch Plan review process again.

5. This approval is founded on each individual requirement. Should the applicant successfully challenge, in a judicial proceeding, any such finding or requirement, this approval is null and void.
6. This Sketch Plan approval 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.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25 - ____

A RESOLUTION APPROVING LUC-24-00021, A LAND USE CHANGE PERMIT APPLICATION FOR SKETCH PLAN REVIEW OF A MAJOR IMPACT LAND USE CHANGE FOR AN EXPANSION OF COMMERCIAL USE AT HARMELS ON THE TAYLOR ON THE PARCEL OF LAND COMMONLY KNOWN AS PARCEL NO. 3433-000-00-026, 6748 COUNTY ROAD 742, TAYLOR RIVER CANYON, ALMONT, COLORADO; LEGALLY DESCRIBED AS 146.07 ACRES IN SECTIONS 21, 27 & 28, TOWNSHIP 15S, RANGE 84W AND MORE SPECIFICALLY DESCRIBED WITHIN THE WARRANTY DEED RECORDED AT RECEPTION NO. 678328, COUNTY OF GUNNISON, COLORADO.

WHEREAS, the Applicant, Harmels on the Taylor LLC, represented by Jacob With, Esq., of Law of the Rockies, request a Sketch Plan Review of a Major Impact Expansion of Commercial Use (Application) to expand existing commercial lodging and employee housing facilities at the 146.13-acre property at 6748 County Road 742, Almont; Parcel No. 3433-000-00-026; and,

WHEREAS, The existing Harmels infrastructure includes:

1. The restaurant building.
2. Approximately 39 cabin units.
3. Approximately 3 corrals and a stable.
4. Multiple septic systems and multiple drain fields.
5. 2 additional bunkhouses.
6. 2 wood sided buildings south of the restaurant building.
7. 1 shed.
8. Laundry facility.

WHEREAS, the proposed changes include:

1. Southwest Quadrant
 - a. Abandoning the septic systems and drain fields and replacing them with a new, state approved wastewater treatment plant.
 - b. Removing the 2 additional bunkhouses that currently exist.
 - c. Removing the 2 wood sided buildings.
 - d. Constructing 4 cabins.
 - e. Removing the existing laundry facility and bathhouse.
2. Northwest Quadrant
 - a. Converting bunkhouse M to an employee/workforce housing.
 - b. Constructing four employee/workforce housing lodges that can accommodate five to six employees each for a total of 22 more employee/workforce housing unit
 - c. Installing 35 RV sites.
 - d. Constructing a new bath/laundry facility.
 - e. Installing 19 storage units to accommodate the needs of homeowners in this area to improve aesthetics and reduce road traffic to storage facilities located in Gunnison.
 - f. Constructing 7 new cabins.
3. Southeast Quadrant
 - a. Constructing 1 cabin between other existing cabins.
4. Northeast Quadrant
 - a. Converting the lodge, which is units 20-27, into workforce housing.

- b. Constructing a new laundry facility.
- c. Installing a new steel shop and laundry facility.
- d. Installing a new horse corral.
- e. Installing a new recreational space/picnic area.

The net impact of the proposal is as follows:

- 1. 30 residential¹ housing units.
- 2. A new wastewater treatment plant to replace several existing septic systems.
- 3. Two new laundry facilities instead of the old laundry facility.
- 4. Renovated utilities for the cabins that improve health and safety protections for residents.
- 5. Increase the number of guest cabins from 25 to 33 guest cabins.
- 6. A new shop.
- 7. A new basketball court and a new soccer, baseball and volleyball court.
- 8. 35 new residential RV sites.
- 9. 19 storage units.

The estimated total new square footage of cabins and workforce housing is estimated to be 48,900 square feet. The total new square footage for the laundry facilities is estimated to be 3,300 square feet. The total new square footage of storage units is estimated to be 11,970 square feet. The total new square footage of recreational fields/picnic area is estimated to be 60,000 square feet. The recreational field/picnic area is currently an open lawn/field. The total proposed residential housing is 30 units. Harmels on the Taylor is willing to provide employee housing “not only for its only employees but also for the workforce housing needs of the community.” The Applicant has stated the “overall operations would be year route for all new cabins and new employee housing units and May through October for the existing units.”

Table 1. Existing and Proposed Uses Matrix

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 “Overall Site Plan”	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area (SF)
1	1	Residential	593	Not Shown	SW	Demo	-593
2	2	Residential	864	Not Shown	SW	Demo	-864
3	3	ADU residential and commercial	708	Bunkhouse M	NW	Workforce Housing (dorm style for up to 4 employees)	0
4	4	ADU Residential and Commercial	1260	Not Shown	SW	Demo	-1260
5	5	ADU Residential and Commercial	1568	Dining/Kitchen	SW	No Change	0
6	6	Restaurant	8270	Store/Office	SW	No change	0

¹ The Applicant has referred to this as “Employee/Workforce Housing”; however, because deed restriction was not submitted at Sketch plan, it does not meet the definition of Workforce Housing at this time. The Applicant has represented a deed restriction will be submitted in subsequent review phases.

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 "Overall Site Plan"	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area (SF)
		68% Retail/Store 17% Lodge 25%		Kitchen/Dining			
7	7	Commercial Cottage	596	Unit 10	NE	No Change	0
8	8	Commercial Cottage	399	Unit 3	NE	No Change	0
9	9	Commercial Cottage	301	Unit 4	NE	No Change	0
10	10	Commercial Cottage	406	Unit 5	NE	No Change	0
11	11	Commercial Cottage	285	Unit 6	NE	No Change	0
12	12	Commercial Cottage	575	Unit 7	NE	No Change	0
13	13	Commercial Cottage	405	Unit 8	NE	No Change	0
14	14	Commercial Cottage	668	Unit 15	SE	No Change	0
15	15	Commercial Cottage	648	Unit 19	SE	No Change	0
16	16	Commercial Cottage	669	Unit 14	SE	No Change	0
17	17	Commercial Cottage	897	Unit 12	SE	No Change	0
18	18	Commercial Cottage	471	Unit 2	SW	No Change	0
19	19	Commercial Cottage	640	Unit 9	NE	No Change	0
20	20	Commercial Cottage	668	Unit 13	SE	No Change	0
21	21	Commercial Cottage	305	Unit 11	SE	No Change	0
22	22	Commercial Cottage	1568	Units 36-39	SE	No Change	0
23	23	Commercial Cottage	674	Unit 18	SE	No Change	0
24	24	Commercial Cottage	555	Unit 16	SE	No Change	0
25	25	Commercial Cottage	1188	Unit 28 & 29	NE	No Change	0
26	26	Commercial Cottage	1022	Units 34 & 35	SE	No Change	0
27	27	Commercial Cottage	1274	Units 30 & 31	NE	No Change	0
28	28	Commercial Cottage	1073	Unit 17	SE	No Change	0
29	29	Commercial Cottage	576	Unit 32	SE	No Change	0
30	30	Commercial Cottage	576	Unit 33	SE	No Change	0
31	31	Commercial Cottage	2568	Lodge 20-27	NE	Workforce Housing (apartment	0

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 "Overall Site Plan"	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area (SF)
						style 8 employees)	
32	32	Commercial Cottage 69% Light Commercial Utility 31%	1530	Laundry & Storage (Not Shown)	SW	Demo	-1530
33	33	Fam Utility Shed	128	Stables Tack Room (not labeled)	NW	No Change	0
34	34	Stable	708	Stables /Barn	NW	No Change	0
35	n/a	n/a	n/a	4-BD Cabin (Northernmost)	SW	Cabin 1	2,000
36	n/a	n/a	n/a	4-BD Cabin (2 nd Northernmost)	SW	Cabin 2	2,000
37	n/a	n/a	n/a	4-BD Cabin (3 rd Northernmost)	SW	Cabin 3	2,000
38	n/a	n/a	n/a	4-BD Cabin (Southernmost)	SW	Cabin 4	2,000
39	n/a	n/a	n/a	Employee Housing (Northernmost Building)	NW	Employee Lodge 1 (5 apartments)	5477
40	n/a	n/a	n/a	Employee Housing (2 nd Northernmost Building)	NW	Employee Lodge 2 (6 apartments)	6573
41	n/a	n/a	n/a	Employee Housing (3 rd Northernmost Building)	NW	Employee Lodge 3 (6 apartments)	6573
42	n/a	n/a	n/a	Employee Housing (Southernmost Building)	NW	Employee Lodge 4 (5 apartments)	5477
43	n/a	n/a	n/a	New RV Site	NW	35 RV Sites (each site 60x30, total 63,000 sq ft)	63,000
44	n/a	n/a	n/a	Bath/Laundry Facility	NW	Bath + Laundry Facility	800
45	n/a	n/a	n/a	5-BDRM Cabin	NW	Cabin 5	3,000
46	n/a	n/a	n/a	5-BDRM Cabin	NW	Cabin 6	3,000
47	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 7	1,800
48	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 8	1,800
49	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 9	1,800
50	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 10	1,800
51	n/a	n/a	n/a	3-BD Cabin	NW	Cabin 11	1,800
52	n/a	n/a	n/a	3-BD Cabin	SE	Cabin 12	1,800
52	n/a	n/a	n/a	Storage Units	NW	19 Storage Units (available to	11970

Project Reference Number	Assessor Structure Number	Assessor Description	Assessor Floor Area (SF)	Description on 3/29/24 "Overall Site Plan"	Quadrant	Proposed Change in Use/New Use in Project Description	New Floor Area (SF)
						public)	
54	n/a	n/a	n/a	Laundry	NE	Laundry Facility	2,500
55	n/a	n/a	n/a	Shop	NE	Steel Shop (existing 2,400 square feet and no new shop will be constructed)	--
56	n/a	n/a	n/a	Improved Horse Corral	NE	Horse Corral (existing and will be updated without expanding size)	---
58	n/a	n/a	n/a	Wastewater Treatment Plant	SW	Wastewater Treatment Plant	400 (this is subject to change based on state requirements)

and,

WHEREAS, the Harmels on the Taylor Expansion of Commercial Use Major Impact Sketch Plan Application ("Application") was submitted on April 23, 2024 and determined a complete application on May 14, 2024; and,

WHEREAS, the Planning Commission held public work sessions and public hearings to discuss the Application on the following dates:

- August 1, 2024 Planning Commission Work Session
- October 3, 2024 Planning Commission Work Session and Site Visit
- November 21, 2024 Planning Commission and BOCC Joint Public Hearing
- January 9, 2025 Continued Planning Commission and BOCC Joint Public Hearing

WHEREAS, joint public hearings were conducted on November 21, 2024 and January 9, 2025 by the Planning Commission and Board of County Commissioners, in which the Commission and BOCC received and considered both written and oral public comment; and

WHEREAS, at the January 9, 2025 joint public hearing; after a review of the application and all information, documentation, and testimony related to it, the Gunnison County Planning Commission tendered a Recommendation of Approval with findings and conditions to the Board of County Commissioners; and

NOW THEREFORE, the Board of County Commissioners hereby adopts in full the Planning Commission's recommendation and the findings of fact therein, and makes these findings of

fact:

1. The project is a Major Impact pursuant to Section 7-101:C. Expansion or Change of Commercial or Industrial Use Larger than 10,000 sq. ft. or More.
2. Pursuant to Section 7-102: Standards of Approval for Major Impact Projects, the Commission hereby finds and concludes:
 - a. This Sketch Plan application is generally consistent with the standards and requirements of the Resolution, pursuant to Section 7-103, i.e., compliance of the proposed land use change with the standards of the Resolution are required to be determined broadly and conceptually during Sketch Plan review. This application has addressed, and the Commission has evaluated this submittal for its integration of the standards of the Resolution within its conceptual presentation of the proposed development pursuant to the foregoing standard.
 - b. The applicant has submitted sufficient evidence at this stage of the process to demonstrate that the project concept is compatible with the community character, taking into account the appropriate modifications discussed above.
 - c. Phasing has not been proposed by the applicant within this Sketch Plan submittal.
 - d. All uses have been identified on lots within this proposed development.
3. The following have been identified as potential issues related to this application during the Sketch Plan review process:
 - a. It is unclear if the Applicant has permission from the ditch owners to have placed a culvert through the subject property and how the culvert will be maintained over time.
 - b. Proposed fencing at the site may cause wildlife conflicts.
 - c. How the project complies with the June 27, 2019 BOCC Policy Direction, which states "An applicant should assume that commercial, industrial and nonresidential uses outside of platted or zoned areas that allow these uses will be difficult and/or unlikely to be permitted," and further directing these uses to existing commercial/industrial parks.
4. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that no additional public hearing on the Application need be conducted by the BOCC, and further, the BOCC hereby approves the Application for LUC-23-00032 as recommended by the Planning Commission, with the following conditions:

1. Pursuant to Section 7-103: C., in the submittal of Preliminary Plan, the applicant shall formulate detailed, designed/engineered solutions to the issues and concerns identified during this Sketch Plan review, and shall address, in a site-specific manner, all other issues that are relevant to the Preliminary Plan.
2. The Preliminary Plan application shall address how the application and proposed development will address the following issues identified during the Sketch Plan review process:
 - A. The Applicant will include an ATV/UTV management plan with the following use limitations generally described:

1. The applicant will prohibit guests from using ATV/UTVs to and through Harmels property; however, exceptions shall be granted for emergencies and/or guests with disabilities; who may be shuttled within the property by Harmels staff in ATV/UTVs.
 2. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
 3. Employees will continue to use ATV/UTVs for maintenance and general operations.
 4. Applicant will identify an enforcement policy.
- B. The Applicant will include an RV management plan with the following use limitations generally described:
1. Outdoor trash receptacles will be provided, like in the rest of the resort, proximate to RV sites. Harmels collects the trash twice a day and puts it into its trash compactor.
 2. A trash disposal location will be provided for RV users. This is anticipated to be the existing waste disposal location for the restaurant. This is in addition to the outdoor trash receptacles in Section b.a.
 3. Identify hours of operation.
 4. Outdoor fire and grill regulations.
 5. Occupancy of RVs will not be permitted during winter for either staff or guests. The Applicant will provide an operation range to ensure clarity for the applicant and for any potential enforcement. RVs will be removed during winter months.
 6. Applicant will identify an enforcement policy.
- C. The Applicant will provide a needs assessment for the proposed storage units.
- D. The Applicant will include a storage unit management plan with the following use limitations generally described subject to revisions based on the needs assessment:
1. All storage unit renters or users must be one of the following (1) the landowner or the operator; or (2) an employee of the landowner or operator, or (3) a person residing, full or part-time, northeast of the intersection of Highway 135 and County Road 742.
 2. Identify proposed hours of operation.
 3. The storage units will not be illuminated after 8:00 p.m.
 4. ATVs and UTVs stored in units by renters will not be permitted to be driven on the Harmels property except for purposes of loading and unloading the ATVs and UTVs from a trailer to the storage unit.
 5. Applicant will identify an enforcement policy.
- E. The Applicant will address the following regarding employee housing component.
1. The Applicant will provide a draft deed restriction for the employee housing.
 2. Identify ownership vs. rental units.
 3. Provide a management plan for the units.
 4. Describe the proposed occupancy and duration of occupancy of units.
- F. The Applicant shall submit a water supply plan that considers impacts to neighboring wells in compliance with county, state, and any other applicable agency or industry standard.
- G. The traffic study will consider trip demand generated by a fully operational Spring Creek Reservoir and full access to the Doctor Park trailhead.

1. Identify how vehicles, pedestrians, domestic animals, guests, visitors, will circulate through the property, including access across county roads.
- H. Demonstration of compliance with LUR Section 11-106: *Protection of Wildlife Habitat Areas*, including submitting a report addressing direct and cumulative impacts to wildlife and its habitats pursuant to Section 11-106:F.4 *Wildlife Habitat Analysis of Minor Impact or Major Impact Projects*.
3. Per LUR Section 7-202(O), approval of this Sketch Plan application constitutes a final decision of approval for the general development concept only but shall not constitute approval of any detailed design or engineering submittals or proposed solutions to specific problems revealed during the Sketch Plan review or later in the review process. Sketch Plan approval by the Board shall not constitute approval of the Major Impact project, or permission to proceed with construction of any aspect of the proposed land use change. Approval at this stage only authorizes the applicant to submit a Preliminary Plan application. If, during the Preliminary and Final Plan reviews, the applicants are unable to fulfill all the requirements of this Resolution or any requirements imposed as part of the Preliminary or Final Plan review, then the application shall be denied at the Preliminary or Final Plan review stage.
4. The applicant shall be required to submit and actively pursue the completion of the Preliminary Plan application within twelve (12) months after the date of approval of the Sketch Plan. Per Section 7-202: Q. Extension of Submittal Deadline, the Board may extend the deadline to submit a Preliminary Plan application for no more than 12 months beyond the date of the 12-month expiration, and only one extension may be granted. Failure to submit a complete Preliminary Plan application within this time period shall render the Sketch Plan approval null and void and require the applicant to begin the Sketch Plan review process again.
5. This approval is founded on each individual finding and condition. Should the applicant successfully challenge, in a judicial proceeding, any such finding or condition, this approval is null and void.
6. This Sketch Plan approval 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.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change application.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.
9. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

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

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

Laura Puckett-Daniels,
Chairperson

Elizabeth Smith,
Commissioner

Jonathan Houck
Commissioner

ATTEST:

Gunnison County Clerk and Recorder