GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, February 18, 2025**
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
- Special Event Liquor Permit 1-2025; KBUT Radio Station; 3/13/2025 to 3/14/2025 from 3:00 pm to 11:30 pm
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
    1. February 4, 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. Acknowledgement; Amendment #1; Small Dollar Grant Award; EIAF A-0284; Community Development; 1/31/2025 to 1/31/2026
    2. Airport Layout Plan Update; Gunnison-Crested Butte Regional Airport
    3. Gunnison Co Signature Sheet; Colorado Department of Transportation; 2025 Mileage Reporting
    4. Acknowledgment of County Manager's Signature; Professional Services Agreement; ValueWest, Inc.; Assessors; 2/6/2025 to 12/31/2026; $118,800
    5. Development Improvements Agreement for Larkspur Community Amenities; Terraplen Holdings LLC; Land Use Change Permit No. 24 -00020; Attorney; 12/1/2026
    6. Grant Application; FY2026 Veterans Assistance Grant; Health and Human Services; $32,000
    7. Public Service Grant Agreement; City of Gunnison; Juvenile Services; 1/1/2025 to 12/31/2025; $8,000
    8. Grant Award Letter and Resolution; CDAG# 25-GUC-01; Gunnison-Crested Butte Regional Airport; 6/30/2028; $1,000,000
    9. Grant Application; Strategic Prevention Framework-Partnerships for Success for Communities, Local Governments, Universities, Colleges, and Tribes/Tribal Organizations; Juvenile Services; 2025-2028; $374,110
    10. County Aid Agreement; Gunnison Conservation District; 1/1/2025 to 12/31/2025; $8,000
    11. County Aid Agreement; Gunnison Country Food Pantry; 1/1/2025 to 12/31/2025; $12,000
    12. County Aid Agreement; Gunnison Valley Animal Welfare League; 1/1/2025 to 12/31/2025; $11,500
    13. County Aid Agreement; Gunnison Valley Health Foundation; 1/1/2025 to 12/31/2025; $11,500
    14. County Aid Agreement; Project Hope of Gunnison Valley; 1/1/2025 to 12/31/2025; $10,500
    15. County Aid Agreement; Safe Ride of Gunnison, Inc.; 1/1/2025 to 12/31/2025; $3,000
    16. County Aid Agreement; Six Points Evaluation and Training, Inc.; 1/1/2025 to 12/31/2025; $12,000
    17. Acknowledgement of County Manager's Signature; Grant Application; 2025 Water Education Grants; 3/1/2025 to 7/1/2025; $1,500
    18. Acknowledgement of County Manager's Signature; Property Management Agreement; Gunnison Valley Regional Housing Authority; 2/12/2025 to 2/12/2026
    19. Agreement for Transfer of Entitlements; Telluride Regional Airport; Gunnison-Crested Butte Regional Airport; 2025; $1,300,000
    20. Grant Application; Gary Community Ventures Grant; Health and Human Services; 6/1/2025 to 5/31/2027; $100,000

21. Agreement for Cooperative Wildfire Protection; Adam Murdie; Sheriff's Office; 5 Years

8:35 am

- A Resolution Updating Gunnison County Financial, Procurement, Travel, and Grant Policies

8:40 am

- Gunnison County Board and Commissions Appointments:
  1. Cemetery District Board
     - Regular Appointment; Fill One Vacancy for Remainder of Term Ending 2/1/2028
       - Applicant: Allen Moores
  2. Historic Preservation Commission
     - Regular Appointment; Fill One Vacancy for a Three-Year Term
       - Applicant: Krister Kooiman
  3. Tourism and Prosperity Partnership Board
     - Regular Appointment; Fill One Vacancy for Remainder of Term Ending 2/1/2026
       - Applicants: Lindsay Beltchenko, Caressa Holland
  4. Gunnison Valley Regional Housing Authority Board
     - At-Large Appointment; Fill One Vacancy for Remainder of Term Ending 1/31/2026
       - Applicants: Michelle Phelps
  5. Gunnison Basin Sage-grouse Strategic Committee
     - At-Large Appointment; Development Regular and Alternate; Fill Two Vacancies for Two-Year Terms
     - At-Large Appointment; Research and Education Regular; Fill One Vacancy for Remainder of Term Ending 2/1/2026
       - Applicants: Sarah Elzay, Julie Donohue
  6. Gunnison Valley Land Preservation Board
     - Alternate Appointment; Fill One Vacancy for a Two-Year Term
       - Applicant: Julie Donohue

8:50 am

- Vouchers and Transfers
- Treasurer's Report
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

9:15 am

- (See separate agenda)

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)

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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 1-2025; KBUT Radio Sta

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Special event Liquor License for KBUT Radio

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/5/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/6/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

Gunnison County
COLORADO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

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

SPECIAL EVENT LIQUOR PERMIT 1-2025

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at Yurt At Magic Meadows, Crested Butte, Colorado.

KBUT RADIO STATION
1599-501 PEANUT LAKE ROAD
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective: 03.13 & 14. 2025 from 3:00 p.m. to 11:30 p.m.

This license will be 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.

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

DR 8439 (02/27/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

received

received
1-31-25

Liquor Permit Number (Do Not Fill Out)

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

- ○ Social
- ○ Athletic
- ○ Philanthropic Institution
- ○ Fraternal
- ○ Chartered Branch, Lodge or Chapter
- ○ Political Candidate
- ○ Patriotic
- ○ National Organization or Society
- ○ Municipality Owned Arts Facilities
- ○ Political
- ○ Religious Institution
- Public Radio

LIAB	Type of Special Event Applicant is Applying for:	
2110	☐ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☐ Fermented Malt Beverage	$10.00 Per Day

Name of Applicant Organization or Political Candidate
Crested Butte Mountain Educational Radio Inc.

State Sales Tax Number (Required)
74-2325285

Mailing Address of Organization or Political Candidate
P.O. Box 308

City
Crested Butte

State
CO.

ZIP Code
81224

Address of Place to Have Special Event
CB Nordic Center, Yurt at Magice Meadows, 1599-501 Peanut Lake Road

City
Crested Butte

State
CO

ZIP Code
81224

Authorized Representative of Qualifying Organization or Political Candidate
Jackson Petito

Date of Birth (MM/DD/YY)
11/02/79

Phone Number
970-349-5225

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

City
Crested Butte

State
CO

ZIP Code
81224

Event Manager

Katherine Folz

Date of Birth (MM/DD/YY)

10/30/77

Phone Number

773-349-1136

Event Manager Home Address

212 S. 11th Street Unit 209

City

Gunnison

State

CO

ZIP Code

81230

Email Address of Event Manager

kt@kbut.org

1. Is the place to have the Special Event located on State-owned property?

   ○ Yes ◉ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

   ◉ No ○ Yes, How many days? [ ]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

   ○ No ◉ Yes, License Number 052938400002

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

   ◉ Yes ○ No

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

Date	From:	To:	Date	From:	To:
03/13/25	3pm	11:30pm	03/14/25	3pm	11:30pm

Oath of Applicant

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

Title

Events Director

Signature

Date (MM/DD/YY)

01/25/25

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

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

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

Gunnison County

○ City ● County

Telephone Number of City/County Clerk

970-641-7641

Title

Gunnison County Clerk

Signature

Katy Sinclair

Date (MM/DD/YY)

1-31-2025

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999)

Total

$ **.00**

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

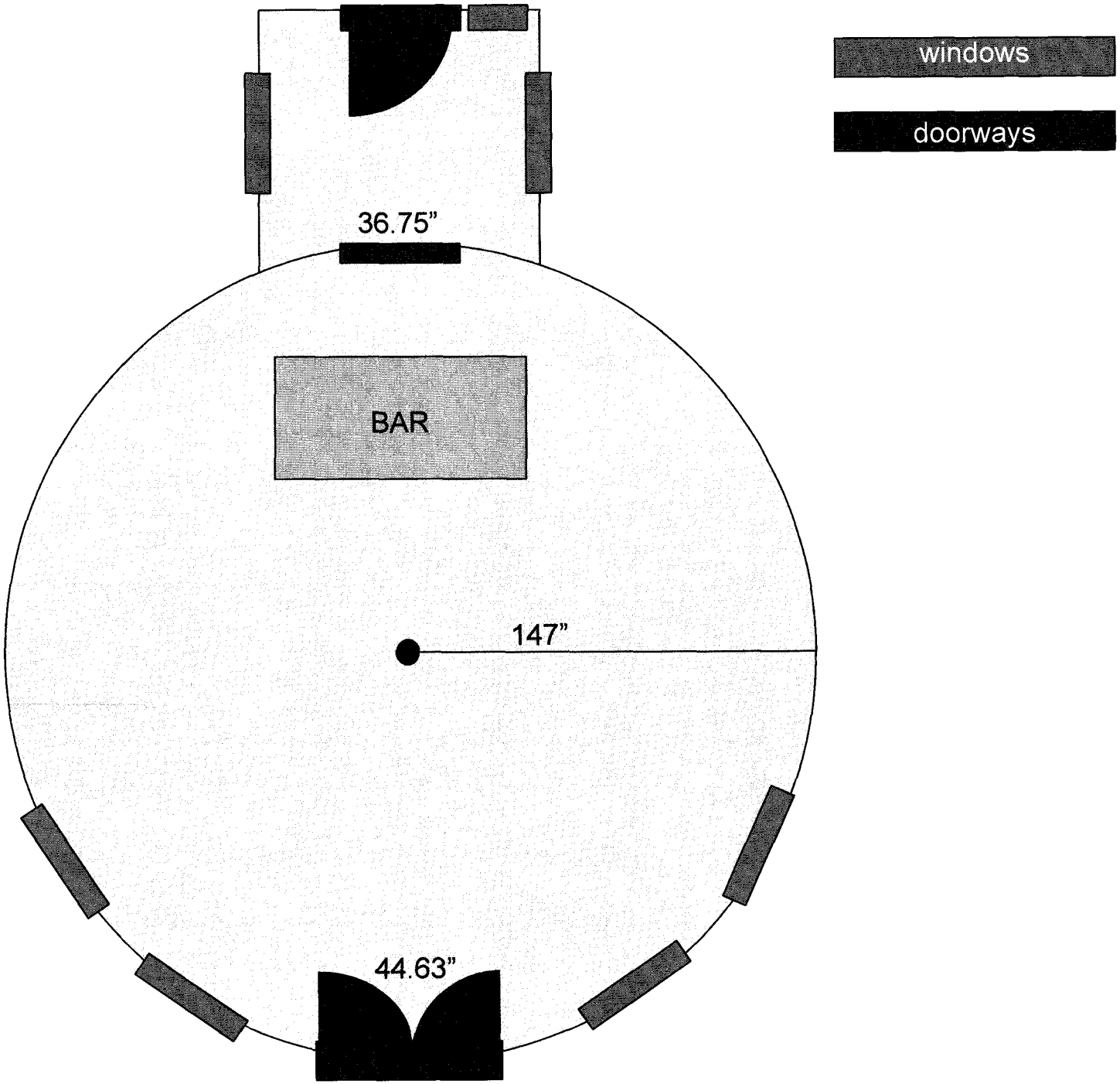
- ☐ Appropriate fee.
- ☒ Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☒ Copy of deed, lease, or written permission of owner for use of the premises.
- ☒ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.


windows
doorways
36.75”
BAR
147”
44.63”

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CRESTED BUTTE MOUNTAIN EDUCATIONAL RADIO, INC.

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/30/2025 that have been posted, and by documents delivered to this office electronically through 01/31/2025 @ 12:22:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/31/2025 @ 12:22:40 in accordance with applicable law. This certificate is assigned Confirmation Number 16956157 .

Jena Griswold

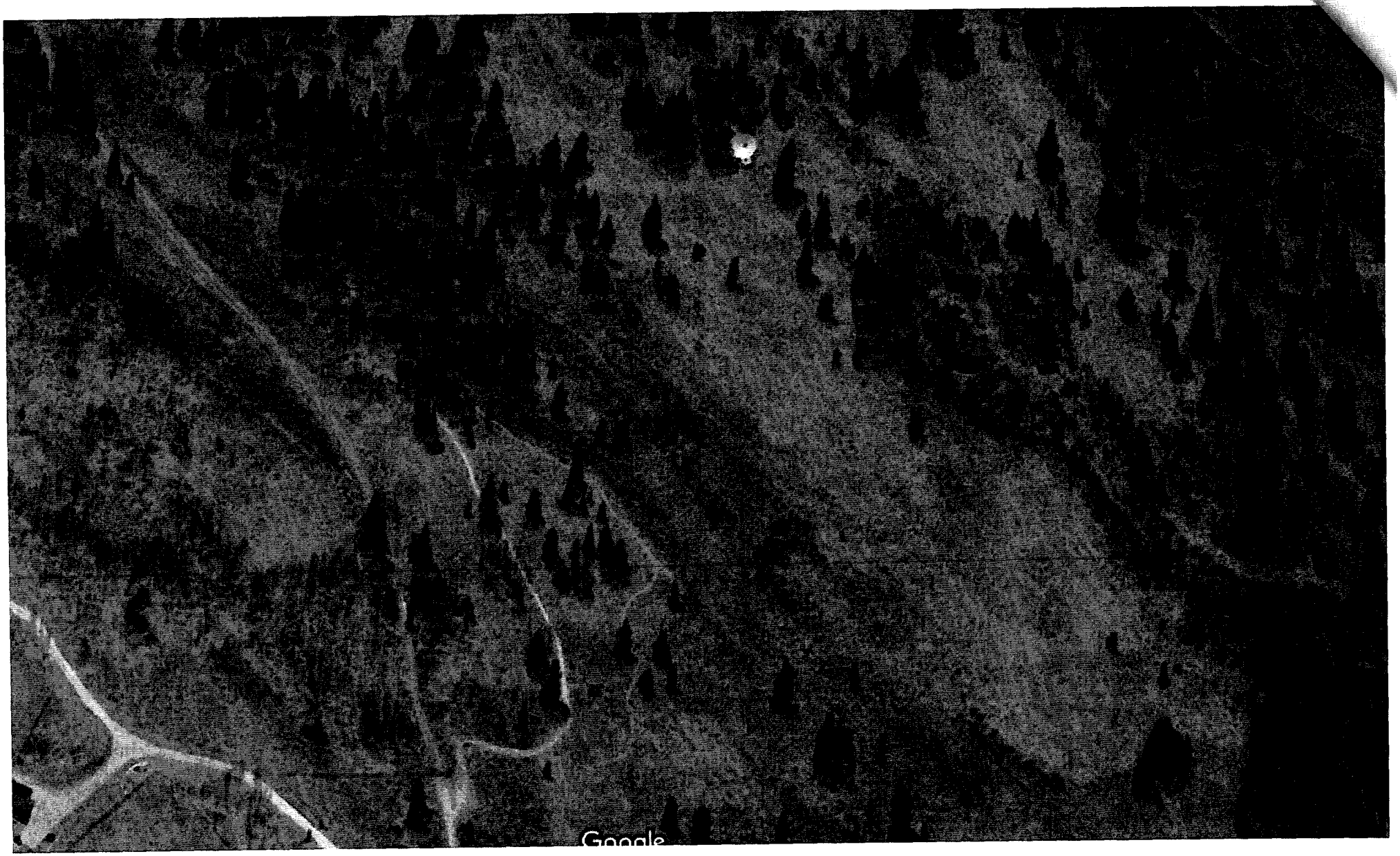
Secretary of State of the State of Colorado

**********End of Certificate**********

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



Yurt at Magic Meadows - Slate River Valley


Google

MAGIC MEADOWS YURT RENTAL AGREEMENT

This Magic Meadows Yurt Rental Agreement is between Crested Butte Mountain Educational Radio Inc. - KBUT (the "Tenant") and Crested Butte Nordic Council ("CBNC") for use of the Magic Meadows Yurt (the "Yurt") for a private event on March 13, 2025 and March 14, 2025 (the "Event Date").

1. The amount due as rent from the Tenant is $500.00 (the "Rent"). The Rent is due at the time of CBNC's reserving the Event Date for the Tenant.

    a. The Tenant has the right to cancel this Rental Agreement at any time.

    b. In the event of a cancellation more than two (2) weeks in advance of the Event Date, the Tenant shall receive a refund of the Rent, less a $100.00 cancellation fee.

    c. If a cancellation occurs within two (2) weeks of the Event Date, the Tenant agrees that it shall receive no refund.

2. In exchange for the Rent, the Tenant receives:

    a. Exclusive use of the Yurt for the Event Date beginning at noon on the Event Date for setup, and through 10:00 p.m. on the evening of the Event Date, plus up to two (2) hours of clean-up time after 10:00 p.m. on the Event Date (the "Rental Period").

    b. Up to three (3) snowmobile round-trips to move staff and equipment to and from the Yurt during the Rental Period. No snowmobile shall transport guests of the Tenant except in the event of an emergency.

    c. Use of equipment during the Rental Period at the Yurt owned by the CBNC, including seven (7) 3' x 3' tables, two (2) 3' x 6' tables, forty (40) chairs, and Yurt dishes and cutlery (water goblets, wine glasses, mugs, bread plates, salad plates, soup bowls, dinner plates, dinner forks, salad forks, soup spoons, and steak knives).

    d. Support from the CBNC Yurt Manager during the Rental Period.

    e. Expansion of the time and frequency of the services described herein is available at an additional charge.

3. The Tenant shall not exceed the maximum occupancy of the Yurt, which is forty (40) persons seated and sixty-five (65) persons standing.

4. The Tenant and its guests may rent Nordic ski equipment from CBNC. In that event, Tenant agrees that any Nordic ski equipment shall be returned to the Nordic Center by

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

5. INSURANCE. Tenant understands and agrees that CBNC's liquor liability insurance policy does not cover private Yurt events, including the rental under this Agreement. The Tenant is solely responsible for determining whether it requires a liquor liability insurance policy for the Event Date. In the event that Tenant secures a liquor liability insurance policy for the Event Date and the use of the Yurt, Tenant shall name CBNC as an additionally insured party under the policy.

6. NONEXCLUSIVE CATERER. Tenant has the right to utilize a caterer or chef of its choosing. CBNC can provide the name and contact information of its caterer, or other local caterers, upon request.

7. INDEMNITY AND HOLD HARMLESS. Tenant agrees that CBNC is not responsible for any personal property or other items brought to or into the Yurt or in the parking lots utilized to access the Yurt that are lost, stolen, damaged, or otherwise lose value. Tenant specifically waives all claims against, and agrees to indemnify and hold harmless, CBNC, its agents, employees, and assigns, from any and all claims, actions, loss, or damage to any guest, vehicle, pet, equipment, or other personal property, including any personal injury or death, that is related to or results from the use of the Yurt, areas adjacent to the Yurt, parking lots and Magic Meadows Yurt site or areas traversed to access the Yurt, unless said claim, loss or damage is the result of the intentional misconduct of CBNC, its employees, or agents.

8. RETURN CONDITION: Tenant agrees to return the Yurt and all CBNC equipment at the end of the Event Date in as good a condition as it was received. Tenant agrees that it shall compensate CBNC for any lost, stolen, or damaged items of personal property resulting from this Rental Agreement.

TENANT:	CBNC:
Crested Butte Mountain Educational Radio Inc. - KBUT, a Colorado nonprofit corporation	Crested Butte Nordic Council, Inc., a Colorado nonprofit corporation
KT Folz	Kylie A. Collins
By: KT Folz	By: Kylie Collins
Events Director	Development, Marketing, and Communications Manager

Signature: KT Folz
KT Folz (Jun 6, 2024 13:49 MDT)

Email: kt@kbut.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC minutes; 2/4/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

DRAFT BOCC minutes; 2/4/2025

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\jcattles Discharge Date: 2/14/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/18/2025

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 4, 2025

The February 4, 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
Elizabeth Smith, Vice-Chairperson
Jonathan Houck, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

ALCOHOL BEVERAGE LICENSE #03-04246; CRESTED BUTTE LLC DBA PARADISE RESTAURANT; 2/4/2025 TO 2/4/2026

Moved by Commissioner Houck, seconded by Commissioner Smith to approve alcohol beverage license for Crested Butte LLC doing business under Paradise Restaurant as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Commissioner Puckett Daniels called the meeting to order at 8:31 am.

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

MINUTES APPROVAL: Moved by Commissioner Houck, seconded by Commissioner Smith to approve the January 21, 2025 Regular Meeting minutes with the corrections as noted on the record. Motion carried unanimously.

1. January 21, 2025 Regular 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. 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 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
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

COUNTY MANAGER'S REPORTS:

1. Sawtooth - CM Birnie noted there were some challenges with weather, but everything is starting to take shape. He relayed that the Gunnison Valley Regional Housing Authority has had over 200 respondents for the 32 units.
2. Public Works – CM Birnie commented that Public Works did some work in the river by Gold Basin to break the main channel free to avoid flooding into residences nearby.

ALTERNATE APPEAL SCHEDULE REQUEST 2025; GUNNISON COUNTY ASSESSOR'S OFFICE
County Assessor Alexandra Cohen was present for discussion.

Assessor Cohen noted the Assessors have used this appeal schedule since 2017 and allows them to have more time to investigate the appeal concerns or look at properties if needed. Commissioner Puckett Daniels noted that the alternate schedule allows for any delays in the mail service. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the alternate schedule request for 2025 from the Gunnison County Assessor's Office. Motion carried unanimously.

LOT CLUSTER; LUC-24-00055; SUSAN AND PATRICK WALLACE Planner Jena Greene and applicants Susan and Patrick Wallace were present for discussion.

Planner Greene stated this is an application for a lot cluster in CB South and the applicants would like to cluster lots to maintain a unified parcel. Commissioner Puckett Daniels noted this feels different than what is wanted in the strategic plan in terms of driving density where density exists. Assistant County Manager for Community and Economic Development Cathie Pagano noted it makes sense to have less density on the hillside. CA Hoyt noted that there will be some proposed amendments coming from the Property Owners Association to the special area regulations governing CB South. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve LUC-24-00055, it is a lot cluster application from Susan and Patrick Wallace, as presented this morning and authorize the full Board's signature on the document. Motion carried unanimously.

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 Planning Director Hillary Seminick was present for discussion.

Commissioner Puckett Daniels relayed they need to decide if an additional public hearing is needed. PD Seminick stated that nothing has changed from the previous hearing and the public comment that was stated was addressed. It was decided that another public hearing is not needed. Commissioner Smith asked for clarification of the HOA rules. Assistant County Manager for Community and Economic Development Cathie Pagano noted the applicant agreed to place those additional constraints on his property due to the expressed concerns. However, CA Hoyt expressed that was not a regulatory requirement. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve Resolution 2025-6 A Minor Impact Subdivision in reference to LUC-24-00035 and approving that subdivision as presented this morning. Motion carried unanimously.

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 Planning Director Hillary Seminick and Attorney Jacob With were present for discussion.

Commissioner Puckett Daniels stated the first decision needs to decide if an additional public hearing is needed. PD Seminick noted there were two joint public hearings and approval would allow the application to move into the preliminary plan phase. She also stated the only new information was the linkage of game camera videos to the website. There was also a high degree of public interest with 47 written comments in addition to public testimony. Commissioner Smith, Commissioner Houck, and Attorney With stated they did not think another public hearing was necessary, however, Commissioner Puckett Daniels relayed another would give the applicant to take in public comment before the next step. After some discussion, Commissioner Puckett Daniels commented she did see both sides and is fine moving forward. PD Seminick then noted there is an amendment made to the resolution in the packet where all the information didn't get migrated over on page 6, section 3 and the correct information was on page 22 of Exhibit A. **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve Resolution 2025-7, a Resolution Approving LUC-24-00021, A Land Use Change Permit Application for a Sketch Plan Review of a Major Impact Land Use Change for Expansion of Commercial Use of the Harmels on the Taylor. Commissioner Houck noted this still leaves opportunities for public comments as they move through the process. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

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1. Jacob With – Attorney With stated that he is seeing an issue within the County and his practice where the market for fiduciaries is not matching with the need. He asks that the Commissioners take a leadership role in trying to address that. Commissioner Puckett Daniels mentioned bringing this to Assistant County Manager for Health, Human and Safety Services Joni Reynolds's attention.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Colorado Counties, Inc. Steering Committees (CCI) & Counties & Commissioners Acting Together (CCAT) – Commissioner Smith attended these meetings last week in Denver.
    a. Senate Bill 25-047 is the enforcement of Federal immigration and as an organization to which CCI landed on a monitor instead of an advocation or opposition.
    b. Senate Bill 25-040 covers the future of severance taxes and a water funding task force. She relayed for a nine-person body, they only had one municipal representative that receives severance taxes and one commissioner, and she requested more local government representation on that committee.
    c. House Bill 25-1144 is to repeal retail delivery fees which she states is a valuable resource for counties and it was also put on a monitor status.
    d. House Bill 25-1014 is about increasing efficiency of division of water resources. CA Hoyt recommended reaching out to the Water Quality/Quantity Committee (QQ) to follow this and get their recommendations.
    e. Commissioner Smith relayed that CCI is in an amend position with the modular housing due to the lack of information and that out of the 15 members on the task force, 12 are comprised of the modular industry. Commissioner Houck noted interpretation of building officials could be different. CM Birnie noted they spoke to Fading West about this but have not received a response yet.
2. Immigrant Community – Commissioner Smith attended a meeting with people who are working with the immigrant community. She commented that there are a lot of false alarms regarding ICE raids and this group is trying to organize the responsiveness of accurate information.

Commissioner Houck:

1. City of Gunnison – Commissioner Houck attended their open house and saw a lot of positive aspects.
2. Energy Carbon Management Commission (ECMC) – Commissioner Houck noted they put in their party status for their wildlife habitat mapping and he will testify on behalf of Gunnison County. He stated the Counties' big piece is the sage-grouse habitat management across the range. CA Hoyt commented that you can be a party or a member of the public and the County does not need party status so they plan to withdraw as a party but want to put in public comment.
3. Mt. Crested Butte Elected Dinner– Commissioner Houck attended with Commissioner Smith.
4. Club 20 – Commissioner Houck has been reviewing the Club 20 Public Lands Natural Resources Policy Statements.
5. Department of Natural Resources (DNR) – Commissioner Houck hosted Director Dan Gibbs and staff to discuss the State Park Concept.
6. Senator Bennet and Senator Hickenlooper – Commissioner Houck relayed the Senators are now directly engaging with the Marble Town Council about the Mill Site parking issue.
7. Gunnison Outdoor Resource Protection Act (GORP) – Commissioner Houck has been keeping the stakeholders informed. He also has a request to Congressman Hurd to set up a meeting with him to bring him up to speed.

Commissioner Puckett Daniels:

1. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels relayed they have allocated the Gunnison Stewardship Fund for this year.
2. Metropolitan Recreation District (MetRec) – Commissioner Puckett Daniels met with some folks to discuss the draft recreation master plan.
3. Gunnison Valley Journal – Commissioner Puckett Daniels attended an event at the Mallardi.
4. Winter Travel Management – Commissioner Puckett Daniels has talked to several people in the community and expressed the continued high level of public interest.
5. Glass Parcel – Commissioner Puckett Daniels met with consultant team to discuss the state of housing in the valley.
6. Colorado Association of Ski Towns (CAST) meeting – Commissioner Puckett Daniels attended the meeting in Breckinridge and attended a presentation on geothermal micro districts as well as housing strategies. She also connected with Vail Vice President of Public Affairs Brendan McGuire.
7. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Puckett Daniels noted she will be at the meeting next week with Assistant County Manager for Public Works Martin Schmidt.

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4), PERSONNEL MATTER(S). GUNNISON COUNTY ATTORNEY PERFORMANCE REVIEW **Moved** by Commissioner Houck,

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seconded by Commissioner Smith that pursuant to Colorado Revised Statue 24-6-402(4), regarding personnel matters that we enter into executive session to do the annual Gunnison County Attorney performance review and the participants in that review will be the Board of County Commissioners and the County Attorney and it will be recorded as per statute. Motion carried unanimously.

The board went into executive session at 10:03 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).*

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. We were able to take on the personnel matter which was the annual review of the Gunnison County Attorney. We stayed on task, we recorded that as required by statute and the participants in the review were consistent with those I read into the motion to enter the executive session. Motion carried unanimously. The Board came out of executive session at 11:20 am.

ADJOURN: Commissioner Puckett Daniels adjourned the meeting at 11:21 am.

_____
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 GUNNISON COUNTY

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RESOLUTION NO. 25 - 6

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.

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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 Houck, seconded by Commissioner Smith, and adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 25 - 7

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.

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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 residential[1] 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

[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.

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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)
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
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

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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)
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 (2nd Northernmost)	SW	Cabin 2	2,000
37	n/a	n/a	n/a	4-BD Cabin (3rd 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 (2nd Northernmost Building)	NW	Employee Lodge 2 (6 apartments)	6573
41	n/a	n/a	n/a	Employee Housing (3rd 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 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

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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)
							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. 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.

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m. Concerns regarding guest and visitor circulation during peak occupancy.

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

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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 Smith, seconded by Commissioner Houck, and adopted this 4th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

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Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *2/14/2025 thru 3/31/2025*

Board of County Commissioners

1. **BOCC Regular Meeting**
   February 18, 2025, All Day @ BOCC Boardroom
2. **BOCC Work Session**
   February 25, 2025, All Day @ BOCC Boardroom
3. **BOCC Regular Meeting**
   March 4, 2025, All Day @ BOCC Boardroom
4. **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
5. **BOCC Work Session**
   March 11, 2025, All Day@ BOCC Boardroom
6. **BOCC Regular Meeting**
   March 18, 2025, All Day @ BOCC Boardroom
7. **Joint Public Hearing**
   March 20, 2025, 8:45 AM - 12:00 PM @ Planning Commission Meeting Room

   Regular Planning Commission Meeting - Agenda and Packet materials to be added
8. **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: Acknowledgement; Amendment #1; Small Dollar Grant

Action Requested:

Parties to the Agreement:

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

Summary:

Acknowledgement; Small Dollar Grant Award Amendment #1 for EIAF-A00284

Fiscal Impact:

Submitted by: Holly Perry for Cathie Pagano **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/4/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/6/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/6/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/7/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

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SMALL DOLLAR GRANT AWARD

PO Terms and Conditions applicable to this agreement are attached and are available at https://www.colorado.gov/osc/purchase-order-terms-conditions.

Amendment #1

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** EIAF-A00284	**Option Letter CMS Number** 196429
Grantee Gunnison County	**Previous CMS #(s)** 188849	
Project Number and Name EIAF A-0284 - Gunnison County Three Mile Plan, IGA & Land Use Plan Updates	**Grant Amount** Initial Award: $25,000.00 Amendment #1 01/17/2025: $0.00 **Total Grant Amount: $25,000.00**	
Program Name Energy & Mineral Impact Assistance Program (EIAF)	**Funding Account Codes** PO NLAA 202400008739	
DOLA Regional Manager **Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)** **DOLA Regional Assistant** **Ted Gantzer, (970) 290-2381, (ted.gantzer@state.co.us)**	**Prior Grant Award Expiration Date** January 31, 2025	**Current Grant Award Expiration Date** January 31, 2026

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

DocuSigned by:
By: Maria De Cambra
098D615EDE27455...
Maria De Cambra, Executive Director

Date: 1/23/2025 | 4:27 PM MST

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

In accordance with Colorado Revised Statutes, this Grant Amendment is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the "Effective Date").

STATE CHIEF PROCUREMENT OFFICER
Sherri Maxwell

DocuSigned by:
Brenda Lujan
A30294D6FBFF442...
By: Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

Effective Date: 1/24/2025 | 2:04 PM MST

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AMENDED SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of **Gunnison County** (Grantee) hiring a qualified consultant to update their Three Mile Plan (per C.R.S. 31-12-105(e)(I)), Intergovernmental Agreement, and Gunnison County Land Use Code in conjunction with the City of Gunnison. The update will consider goals outlined in Gunnison County's most recent Comprehensive Plan and include community outreach. This process will result in intergovernmental agreement(s) with neighboring jurisdictions(s) to establish the mutually agreed upon area outside of the Grantee's jurisdictional boundaries that would be subject to a joint review process for development proposals to ensure consistency with plans, and to address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service providers/special districts, as applicable. Additional Work includes public engagement for updating the Three-Mile Plan with emphasis on inclusive engagement and production of final documents and presentation of final documents for approval by the Grantee. Grantee will provide DOLA with an electronic copy of the accepted Three Mile Plan update, Intergovernmental Agreement, and Land Use Code update prior to Project Closeout. Grantee will own the final documents.

Eligible expenses include: consultant fees, RFP/bid advertisements, and attorney's fees. Per diem and travel expenses shall be the sole responsibility of the Grantee.

Grantee shall provide **$45,000 in matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

☒ A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Cathie Pagano, Assistant County Manager for Community & Economic Development, (cpagano@gunnisoncounty.org)** an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before ~~January 31, 2025~~ **January 31, 2026.**

4. BUDGET

Line #	Budget Line Type/Project Activities	Total Cost	State Funds	Other Funds	Other Fund Source
1	Consultant Services	$70,000	$25,000	$45,000	Grantee
	Total	**$70,000**	**$25,000**	**$45,000**	

5. W-9 and PAYMENT METHOD

W-9.	☐ 1. Grantee has submitted their W-9 form to Denver directly (email to Maryam) ☒ 2. Grantee's W-9 form is being sent with this SCOPE form
Payment Method.	☐ A. Grantee wants to receive their payment by **EFT** ☐ Grantee has submitted their completed EFT forms to Denver directly (email to Maryam) ☒ Grantee's completed EFT forms are being sent with this SOP form ☐ Grantee is already set up for EFT in CORE: **Wells Fargo #9411** Provide name of Grantee's bank and last four# of account number where EFT payment should be sent _____ ☐ B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed **WARRANT** (check)

VCUST# **14260** Address code **CN001** Payment method **EFT**

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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, and Addendum 2: Additional Terms and Conditions for Federal Provisions, 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)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** 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.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(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 vendor 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; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements

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described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) 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; and **(n)** "**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.

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"). 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

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under this Agreement 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. 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. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

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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 Grantee.
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.
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.

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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 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

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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 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 vendors, 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. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or

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maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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 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

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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.**
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

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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. . "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S. ; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure 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

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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 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 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-

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

37.5-401 through 406 and 8 CCR §1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, 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 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

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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 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 https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, 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*. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Vendor, including, but not limited to, Vendor'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 Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor 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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

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 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 https://oit.colorado.gov/standards-policies-guides/technical-standards-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.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO 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. Grantee 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. Grantee shall indemnify, save, and hold harmless 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 any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

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.

1.2 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.

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 foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

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" means any corporation, trust, association, cooperative, or other organization, not including IHEs, 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 operations of the organization.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

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 by a Recipient to a Subrecipient or a Contractor 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. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.13. "Subrecipient" or "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 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 Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. 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 http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

2.1.15.2. 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;

2.1.15.3. 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;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. 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.

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" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

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 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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

4.1. SAM. 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 http://www.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. $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; 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.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

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 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 Recipient 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

8.1.1.6. 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.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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 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.

9.5. Prohibition on certain telecommunications and video surveillance services or equipment (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 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. 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.

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ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

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 $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.

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 SUBRECEPIENT 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. LINK

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 200.208. 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.

14. EXEMPTIONS.

Docusign Envelope ID: 5DF1F14C-41E0-4E86-9443-C1F31F0AA1B5

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, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. 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;

15.2.4. 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

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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PO Terms and Conditions applicable to this agreement are attached and are available at https://www.colorado.gov/osc/purchase-order-terms-conditions.

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** EIAF-A00284	**CMS Number** 188849
Grantee Gunnison County	**Grant Award Amount** $25,000.00	
Project Number and Name EIAF A-0284 Gunnison County Three Mile Plan, IGA & Land Use Plan Updates	**Performance Start Date** The later of the Effective Date or January 29, 2024	**Grant Expiration Date** January 31, 2025
Project Description The Project consists of an updates to Gunnison County's Three Mile Plan, Intergovernmental Agreement, and Land Use Code.	**Program Name** Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager **Dana Hlavac, (970) 903-0230, (dana.hlavac@state.co.us)**	**Funding Account Codes** CTGG1 NLAA 202400003466	
DOLA Regional Assistant **Ted Gantzer, (970) 290-2381, (ted.gantzer@state.co.us)**	**VCUST#** **14260**	**Address Code CN001 EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Angie Cue
45D2B7CF50DE4BD...

By: Angie Cue, EIAF Program Manager

Date: 2/8/2024 | 5:05 PM PST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
0920A67707B9482...

By: Maria De Cambra, Executive Director

Date: 2/9/2024 | 1:30 PM MST

In accordance with Colorado Revised Statutes, this Grant Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the "**Effective Date**").

STATE CHIEF PROCUREMENT OFFICER
Sherri Maxwell

DocuSigned by:
Brenda Lujan
A30294D6FBFF442...

By: Brenda Lujan, Contracts and Procurement Manager
Department of Local Affairs

Effective Date: 2/12/2024 | 11:26 AM MST

DocuSign Envelope ID: 3A0F25E1-0E50-4122-9489-8D060BEC70E7

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of **Gunnison County** (Grantee) hiring a qualified consultant to update their Three Mile Plan (per C.R.S. 31-12-105(e)(I)), Intergovernmental Agreement, and Gunnison County Land Use Code in conjunction with the City of Gunnison. The update will consider goals outlined in Gunnison County's most recent Comprehensive Plan and include community outreach. This process will result in intergovernmental agreement(s) with neighboring jurisdictions(s) to establish the mutually agreed upon area outside of the Grantee's jurisdictional boundaries that would be subject to a joint review process for development proposals to ensure consistency with plans, and to address how infrastructure will be provided or upgraded and maintained in areas of mutual interest and engage major service providers/special districts, as applicable. Additional Work includes public engagement for updating the Three-Mile Plan with emphasis on inclusive engagement and production of final documents and presentation of final documents for approval by the Grantee. Grantee will provide DOLA with an electronic copy of the accepted Three Mile Plan update, Intergovernmental Agreement, and Land Use Code update prior to Project Closeout. Grantee will own the final documents.

Eligible expenses include: consultant fees, RFP/bid advertisements, and attorney's fees. Per diem and travel expenses shall be the sole responsibility of the Grantee.

Grantee shall provide **$45,000 in matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

☒ A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Cathie Pagano, Assistant County Manager for Community & Economic Development, (cpagano@gunnisoncounty.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before **January 31, 2025.**

4. BUDGET

Line #	Budget Line Type/Project Activities	Total Cost	State Funds	Other Funds	Other Fund Source
1	Consultant Services	$70,000	$25,000	$45,000	Grantee
	Total	**$70,000**	**$25,000**	**$45,000**	

5. W-9 and PAYMENT METHOD

W-9.	☐ 1. Grantee has submitted their W-9 form to Denver directly (email to Maryam) ☒ 2. Grantee's W-9 form is being sent with this SCOPE form
Payment Method.	☒ A. Grantee wants to receive their payment by **EFT** ☐ Grantee has submitted their completed EFT forms to Denver directly (email to Maryam) ☐ Grantee's completed EFT forms are being sent with this SOP form ☒ Grantee is already set up for EFT in CORE: Provide name of Grantee's bank and last four# of account number where EFT payment should be sent ___**Wells Fargo #9411** ☐ B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed **WARRANT** (check)

VCUST# **14260** Address code **CN001** Payment method **EFT**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airport Layout Plan Update; Gunnison-Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Federal Aviation Administration

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

Summary:

Updated the 2016 Airport Layout Plan (ALP) to include recent improvements at the Terminal and General Aviation Ramp from completion of projects.

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/7/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/7/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

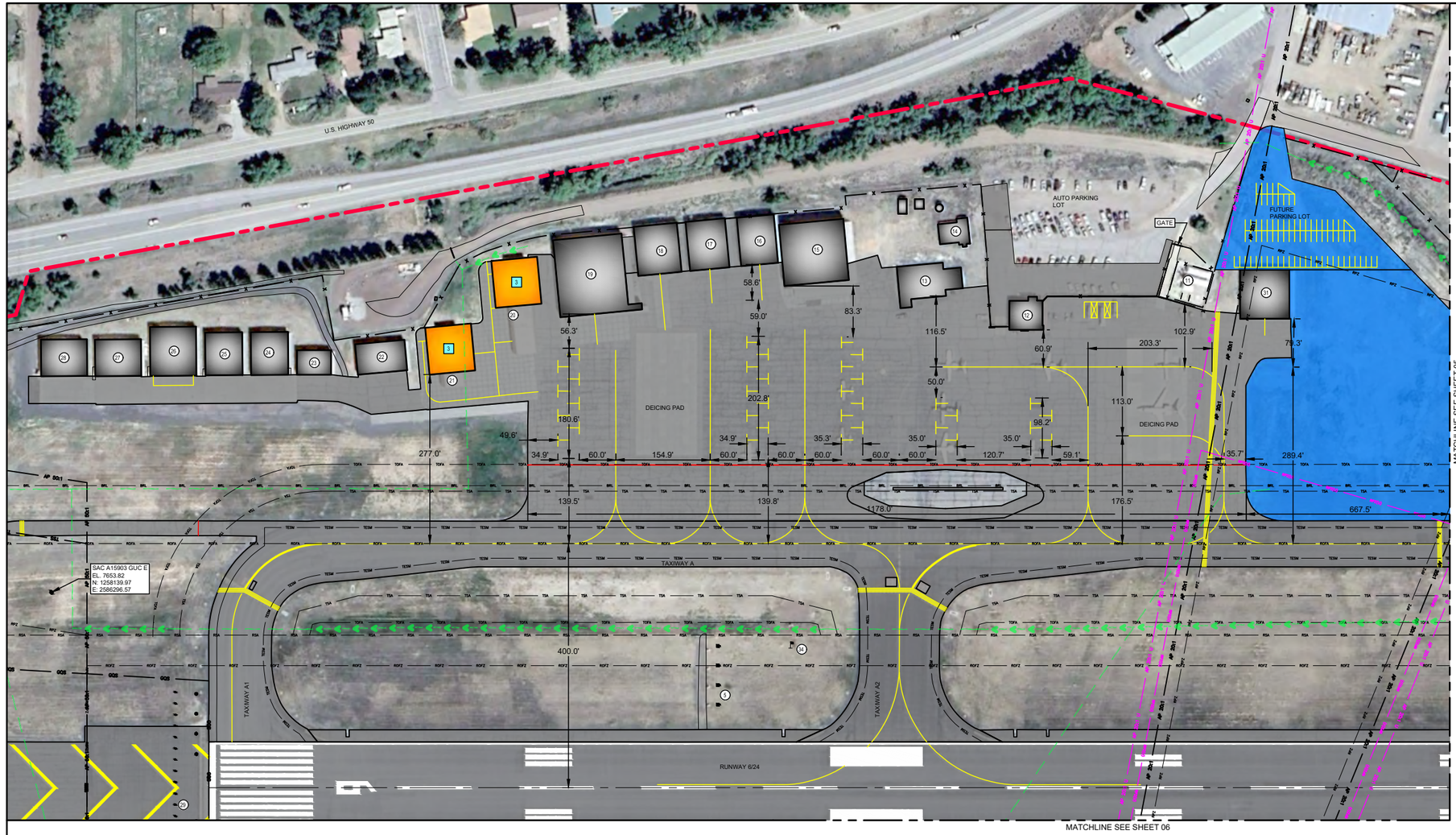
Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/13/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015



DRAWING LEGEND

ITEM	EXISTING	FUTURE	ULTIMATE
AIRPORT PROPERTY BOUNDARY			
AIRPORT PAVEMENT			
DEMOLITION			
BUILDING/HANGAR			
TURF RUNWAY/TAXILANE			
RUNWAY PROTECTION ZONE (RPZ)	RPZ RPZ		RPZ(U) RPZ(U)
DEVELOPMENT AREA			
BUILDING RESTRICTION LINE	BRL		
RUNWAY OBJECT FREE AREA (ROFA)	ROFA		
RUNWAY SAFETY AREA (RSA)	RSA		
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA		
TAXIWAY SAFETY AREA (TSA)	TSA		
TAXIWAY EDGE SAFETY MARGIN (TESM)	TESM		
OBJECT FREE ZONE - RUNWAY (ROFZ)	ROFZ		
CLEARWAY			
THRESHOLD SITING SURFACE (TSS)	TSS		
GLIDE PATH QUALIFICATION SURFACE (GQS)	GQS(Q)		
APPROACH SURFACE (50:1)	AP 50:1		
APPROACH SURFACE (34:1)	AP 34:1		
APPROACH SURFACE (20:1)	AP 20:1		AP 20:1 U
FENCE (8' HEIGHT)	x		
RUNWAY END LIGHT			
RUNWAY END IDENTIFIER LIGHTS (REIL)			
ROTATING BEACON			
GLIDE SLOPE ANTENNA			
AWOS			
DME ANTENNA			
MALSF ARRAY			
MALSF			
LOCALIZER			
PAPI			
WINDCONE			
SEGMENTED CIRCLE			
AIRPORT REFERENCE POINT (ARP)			
PRIMARY/SECONDARY AIRPORT CONTROL STATION			

* NOT ALL ITEMS IN LEGEND SHOWN ON THIS SHEET

NOTES

1. ULTIMATE RUNWAY 17 END 350' SHIFT ONLY REQUIRED FOR FUTURE HANGAR DEVELOPMENT.

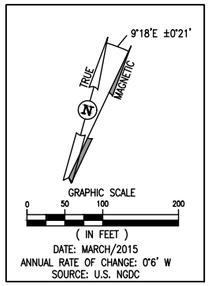
SOURCE

1. THE SITE PLAN LINE WORK IS BASED ON THE PLANIMETRIC MAPPING INFORMATION COMPILED BY WOOLPERT IN 2014.
2. ALL HORIZONTAL COORDINATES - NAD83/2011
   ALL VERTICAL COORDINATES - NAD88

AIRPORT FACILITY LIST

STRUCTURE ID	ITEM	TOP ELEV.	FUTURE ID
5	PAPI	7,661.4'	
11	FUEL FARM	7,391.5'	
12	FBO TERMINAL BUILDING	7,688.2'	
13	COUNTY STORAGE	7,683.5'	
14	COUNTY STORAGE	7,681.0'	
15	EXECUTIVE HANGAR	7,701.1'	
16	EXECUTIVE HANGAR	7,685.1'	
17	EXECUTIVE HANGAR	7,684.3'	
18	EXECUTIVE HANGAR	7,686.5'	
19	EXECUTIVE HANGAR	7,696.9'	
20	T-HANGAR (TO BE RELOCATED)	7,676.2'	3 *
21	T-HANGAR (TO BE RELOCATED)	7,676.2'	3 *
22	EXECUTIVE HANGAR	7,681.4'	
23	EXECUTIVE HANGAR	7,681.1'	
24	EXECUTIVE HANGAR	7,682.5'	
25	EXECUTIVE HANGAR	7,683.0'	
26	EXECUTIVE HANGAR	7,681.6'	
27	EXECUTIVE HANGAR	7,681.6'	
28	EXECUTIVE HANGAR	7,681.6'	
29	EXECUTIVE HANGAR	7,667.8'	
31	EXECUTIVE HANGAR	7,691.5'	
34	WINDCONE	7,672.1'	
	EXECUTIVE HANGAR	7,691.0 EST.	2

* SEE SHEETS 3 & 6 FOR ITEMS



FAA CONDITIONAL APPROVAL

SUBJECT TO LETTER DATED _____

_____
FEDERAL AVIATION ADMINISTRATION
DENVER AIRPORTS DISTRICT OFFICE

DATED _____

CASE NUMBER _____

SPONSOR APPROVAL

_____
GUNNISON COUNTY

DATED _____

C:\Users\Vood...Robert.Bell\Temp\AcPublish...13742\$\
04--06--GUC--ALP--TERM.dwg
Oct 06, 2024 - 10:08am
Robert.Bell

WOOLPERT

GUC GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

DES: R.L.B.
DR: R.L.B.
CH: S.V.B.
APP: S.V.B.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.V.B.	11/17/16	FINAL
2	J.D.E.	12/06/24	ALP UPDATE

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

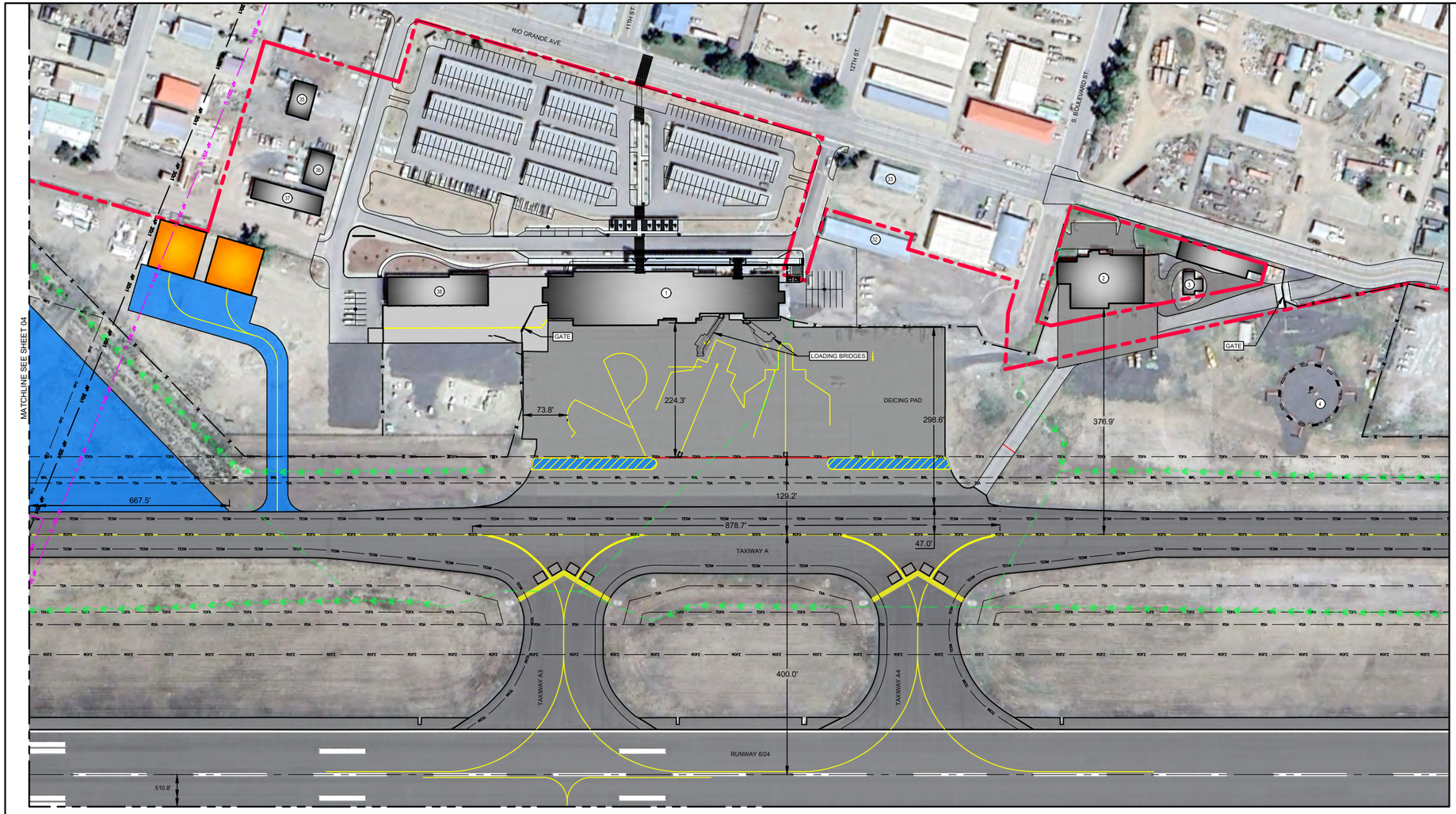
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

AIRPORT LAYOUT PLAN

TERMINAL AREA PLAN
GENERAL AVIATION PARKING

AIP PROJ. NO. 3-08-0030-048
JVIATION PROJ. NO. 2014.GUC.03
DATE: JANUARY 2018

SHEET NO. 04 of 19



DRAWING LEGEND

ITEM	EXISTING	FUTURE	ULTIMATE
AIRPORT PROPERTY BOUNDARY			
AIRPORT PAVEMENT			
DEMOLITION			
BUILDING/HANGAR			
TURF RUNWAY/TAXILANE			
RUNWAY PROTECTION ZONE (RPZ)	RPZ / RPZ		RPZ(U) / RPZ(U)
DEVELOPMENT AREA			
BUILDING RESTRICTION LINE	BRL		
RUNWAY OBJECT FREE AREA (ROFA)	ROFA		
RUNWAY SAFETY AREA (RSA)	RSA		
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA		
TAXIWAY SAFETY AREA (TSA)	TSA		
TAXIWAY EDGE SAFETY MARGIN (TESM)	TESM		
OBJECT FREE ZONE - RUNWAY (ROFZ)	ROFZ		
CLEARWAY			
THRESHOLD SITING SURFACE (TSS)	TSS		
GLIDE PATH QUALIFICATION SURFACE (GQS)	GQS(I)		
APPROACH SURFACE (50:1)	AP 50:1		
APPROACH SURFACE (34:1)	AP 34:1		
APPROACH SURFACE (20:1)	AP 20:1		AP 20:1 U
FENCE (8' HEIGHT)	x		
RUNWAY END LIGHT			
RUNWAY END IDENTIFIER LIGHTS (REIL)			
ROTATING BEACON			
GLIDE SLOPE ANTENNA			
AWOS			
DME ANTENNA			
MALSF ARRAY			
MALSF			
LOCALIZER			
PAPI			
WINDCONE			
SEGMENTED CIRCLE			
AIRPORT REFERENCE POINT (ARP)			
PRIMARY/SECONDARY AIRPORT CONTROL STATION			

* NOT ALL ITEMS IN LEGEND SHOWN ON THIS SHEET

NOTES

1. ULTIMATE RUNWAY 17 END 350' SHIFT ONLY REQUIRED FOR FUTURE HANGAR DEVELOPMENT.

SOURCE

1. THE SITE PLAN LINE WORK IS BASED ON THE PLANIMETRIC MAPPING INFORMATION COMPILED BY WOOLPERT IN 2014.
2. ALL HORIZONTAL COORDINATES - NAD83/2011
   ALL VERTICAL COORDINATES - NAD88

FAA CONDITIONAL APPROVAL

SUBJECT TO LETTER DATED _____

_____
FEDERAL AVIATION ADMINISTRATION
DENVER AIRPORTS DISTRICT OFFICE

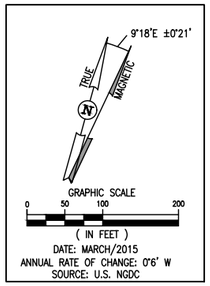
DATED _____

CASE NUMBER _____

SPONSOR APPROVAL

_____
GUNNISON COUNTY

DATED _____



AIRPORT FACILITY LIST

STRUCTURE ID	ITEM	TOP ELEV.	FUTURE ID
1	TERMINAL BUILDING	7,704.2'	
2	ARFF/SRE/ADMINISTRATION BUILDING	7,713.0'	
3	ELECTRICAL BUILDING	7,687.3'	
4	WINDCONE AND SEGMENTED CIRCLE	7,688.2'	
32	STORAGE GARAGE (TO BE REMOVED)	7,685.1'	
33	RENTAL CAR TERMINAL FACILITY	7,695.0	
35	COUNTY STORAGE	7,695.0	
36	COUNTY NON-AERONAUTICAL USE	7,695.0	
37	COUNTY NON-AERONAUTICAL USE	7,695.0	
38	GSE STORAGE BUILDING	7,698.0	

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Q4--06--GUC--ALP--TERM.dwg
Apr 06, 2024 - 10:08am
Robert.Bell

WOOLPERT

GUC
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

DES: R.L.B.
DR: R.L.B.
CH: S.V.B.
APP: S.V.B.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.V.B.	11/17/16	FINAL
2	J.D.E.	12/06/24	ALP UPDATE

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

AIRPORT LAYOUT PLAN

TERMINAL AREA PLAN
TERMINAL BUILDING AREA

AIP PROJ. NO. 3-08-0030-048
JVIATION PROJ. NO. 2014.GUC.03
DATE: JANUARY 2018

SHEET NO.
05 of 19

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Co Signature Sheet; Colorado Department o

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is the annual mileage certification requried to receive Highway Users Tax Fund disbursements. There are no changes to this report since the last submittal.

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 2/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/5/2025 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/6/2025

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

2/3/2025

Colorado Department of Transportation

Gunnison Co Signature Sheet

FIPS Code : 051

230.760 miles of arterial streets

611.890 miles of local streets

842.650 total miles of H.U.T. eligible streets

181.120 miles of non H.U.T. eligible streets - Maintained by others

107.050 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2024

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

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

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

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

Name Phone

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: ValueWest, Inc.

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

Summary:

We are requesting a two-year contract be signed by the County Manager or Board of County Commissioners for an outside commercial appraiser contractor that the Assessor's Office relies on for commercial property valuations.

Fiscal Impact:

Submitted by: Alexandra Cohen **Submitter's Email Address:** acohen@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/5/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/5/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/6/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 6th day of February 2025, 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 ValueWest, Inc. whose address is 5125 S Kipling Parkway, Suite 301, Littleton, CO 80217 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding Professional Commercial Property Valuation ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2026, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Providing excellent customer service strategy and more specifically, ensuring that valuations of commercial sold and unsold properties are within 5% of sales price, 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 twelve payments totaling $59,400 in 2025 and twelve payments totaling $59,400 in 2026. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

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

5. INSURANCE.

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

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

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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 vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

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

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

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 misconduct or negligent acts, 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 relevant 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.

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. 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 exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

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

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

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.

11. 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.

12. TERMINATION.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 the Covid-19 Pandemic (or Endemic), 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.

19. 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: John Zimmerman
ValueWest, Inc.
5125 S. Kipling Parkway, Suite 301
Littleton, CO 80217

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.

20. 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.

21. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my 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.

22. 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.

23. RECORDS.

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.

24. 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., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____
ValueWest, Inc

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Professional commercial valuation services for all Gunnison County property classified as Commercial or Industrial. Scope of work includes the following services as they relate to Commercial and Industrial property:

- Physically inspect all sales within the relevant reappraisal sales study period,
- Review the sales confirmation process, follow up with questions to ensure sales comply with state audit regulations,
- Conduct and apply sales time trend analysis,
- Analyze sales and develop market appraisal approach to establish values,
- Beginning in 2024, develop robust income approach,
- Create valuation models in RealWare CAMA system,
- Apply models and extensively review values derived, utilizing price per square foot data, rental and income information and cost approach methods when necessary,
- Verify valuations comply with state audit statistical requirements prior to mailing of Notices of Value,
- Schedule hearings for appeals during the month of May and into June,
- Review all appeals and make determinations
- Be available for County Board of Equalization hearings through October 31st and
- Be available for District County, Board of Assessment Appeals or Binding Arbitration hearings as necessary.
- Handle all abatements up to a total of 30 hours per year.
- Using Assessor supplied list of new construction and potential SNOV changes provided by October 1st of each year, ValueWest will review values for accuracy and communicate direction back to the Assessor for Special Notices of Value before October 21st.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement for Larkspur Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Development Improvement Agreement for Larskpur Community Amenities. The Developer has submitted to Gunnison County the Developer's application

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

DEVELOPMENT IMPROVEMENTS AGREEMENT FOR LARKSPUR COMMUNITY AMENITIES

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT FOR LARKSPUR COMMUNITY AMENITIES (herein the "Agreement") is entered into this 30th day of January, 2025 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Gunnison County"), and Terraplen Holdings LLC, a Texas limited liability company, whose address is 125 W. Virginia Ave. #108, Gunnison, CO 81230 (herein the "Developer") as follows:

1. Purpose. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 24 - 00020 regarding subdivision of Lot R1 in Larkspur Subdivision (herein the "Project"). The legal description of the Project is attached hereto and incorporated herein as Appendix "A". As valuable and sufficient consideration for this Agreement, Gunnison County and the Developer agree that approval of such application by Gunnison County is expressly conditioned on completion of the improvements described in paragraph 7 below (herein the "Improvements") to the specifications described herein and by the times specified herein. Gunnison County and the Developer further agree that such Improvements are appropriate and necessary requirements to be required by Gunnison County, and to be performed by the Developer and which Developer shall perform. Gunnison County and Developer further agree that an agreement guaranteeing the Developer's performance secured by suitable security to protect the interests of Gunnison County, and the public in the amount set forth herein is an appropriate condition to Gunnison County's approval of such Land Use Change Permit. The parties have entered into this Agreement to memorialize such understandings and agreements. The relationship of the parties to this Agreement is contractual; Developer is an independent contractor and is not an agent of Gunnison County.

2. Developer Bound. The Developer agrees to accept and be bound by the terms and conditions for Gunnison County's issuance of its approval of the Land Use Change Permit No: 2024-00020 and the terms and conditions of this Agreement. Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2024-00020, as legal and valid and waives any defect therein.

3. Construction.

A. The Developer agrees to complete construction of the Improvements within the Project in the locations and in accordance with the specifications as identified in paragraph 7 herein, by no later than December 1, 2026. Acts of God and any cause beyond the reasonable control of the Developer excepted, including without limitation labor disputes, laws, regulations, or orders of any governmental entity, orders of court, inability to obtain any required authorization, act of war or conditions arising out of or attributable to war, riot, civil strike, insurrection or rebellion, fire, explosion, earthquake, storm, flood or other adverse weather condition, delay or failure by suppliers or materialmen, contractors, or subcontractors, shortage of or inability to obtain labor, supplies or materials.

B. The completion deadline set forth in this paragraph 3 may be extended by Gunnison County in its sole discretion upon written request of Developer if Gunnison County determines that: (1) such extension of time will not operate to the detriment of Gunnison County, the public or the owners of property within the Project; and (2) Gunnison County's security is adequate to ensure full performance by Developer by the extended completion date; and (3) that such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require Developer to provide, at Developer's cost, supplemental estimates by Developer's engineer of the costs of completion and to provide additional security as a prerequisite to its extension of any completion date. Any extended completion date granted by Gunnison County hereunder may be further extended in like manner.

C. Each contract entered into by Developer for construction of the Improvements shall provide that Gunnison County is a third party beneficiary with all rights to enforce such contracts in place of Developer in the event of a default by Developer. Developer shall provide to Gunnison County a copy of each such contract upon its execution.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be Two Hundred and Forty-Six Thousand and Five Hundred and Fifty-Six and 10/100 U.S. Dollars ($246,556.10) including a contingency amount of $14,503.30.

5. Security. In order to secure all obligations of the Developer herein, the Developer and Gunnison County agree that the Developer shall, at Developer's sole cost, and before starting work on any phase of the Project or Improvements, and before conveying any portion of the Project, obtain and provide to Gunnison County either cash, a bond, an irrevocable letter of credit or other performance guarantee in a form and content satisfactory to Gunnison County to the benefit of Gunnison County in the amount of $308,195.13 which is 125 % of the currently estimated cost of the Improvements to include a reasonable contingency amount. If said security is in the form of cash, it will be placed by Gunnison County in an interest bearing account; the interest shall accrue to Developer at 1% less than received by Gunnison County.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicate a substantially different total cost than estimated in paragraph 4, the amount of security may be increased or decreased. For the purposes of this paragraph 5, substantial is defined as 10 percent or more.

Pending full performance of all of the terms and conditions hereof by the Developer, Gunnison County shall retain said security and shall remain the beneficiary of such security. In the event of any uncured default hereunder Gunnison County in its sole discretion, and without any other authority required, may draw upon said security up to the full amount of Three Hundred and Eight Thousand and One Hundred and Ninety-Five and 13/100 U.S. Dollars ($308,195.13), upon presentation by Gunnison County to the issuer of a written statement by Gunnison County that such uncured default exists. Upon timely performance of all terms and conditions hereof, said security shall be tendered by Gunnison County to the Developer, except as provided in paragraph 7C.

6. Certification.

A. Not later than December 1, 2026, a registered Colorado engineer retained by the Developer at its expense shall certify to Gunnison County whether the Developer's construction obligations regarding Improvements under this agreement have been fully and faithfully performed according to design and time specifications. Upon receipt by the Office of the County Attorney of such certification and receipt of a complete paper and two (2) electronic copies of road and utility as-built specifications and drawings, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until Developer's engineer and Gunnison

County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than December 1, 2026, Developer shall provide to Gunnison County Attorney a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by Gunnison County, but Gunnison County shall have no responsibility or liability to any party regarding the veracity of the information so provided.

7. Scope of Work.

A. The scope of work to be done by the Developer shall include, but not be limited to:

7.1 The plans and specifications set forth in the Larkspur Agreement; and

7.2 The cost estimates titled, "Construction Estimate", prepared by Ridgeline Builders, dated December 4, 2024 and certified by Norman Whitehead P.E.-P.L.S. on December 17, 2024 ; and

7.3 The terms and conditions of the Reclamation RP-24-00022 and to include noxious weed control to the satisfaction and approval of Gunnison County Weed Coordinator; and

7.4 Those conditions cited by the Planning Commission and approved by the Board of Gunnison County Commissioners for Land Use Change Permit No: 24 - 00020.

B. The conditions of this Agreement and Land Use Change Permit No: 24 - 00020 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by Developer, inspected and certified to by the Developer's engineer, and such performance is accepted by Gunnison County in Gunnison County's sole discretion, the Developer's obligations to Gunnison County under this Agreement except as set forth in 7C below shall be at an end and the security released; otherwise such conditions and obligations shall remain in full force and effect.

C. For a period of one year from and after the acceptance of all of the work described in paragraph 7A above, Developer shall, at its own expense, make all needed repairs and replacements to such work as shall, in Gunnison County's reasonable opinion, become necessary. Gunnison County shall have the right to retain up to Forty-Nine Thousand and Three Hundred and Eleven and 22/100 U.S. Dollars ($49,311.22) of the security for up to one year following the acceptance of all of the work described in paragraph 7A above, as security to ensure such repair and replacement. Gunnison County shall have the right to retain all of the Reclamation costs in the amount of Twenty-Four Thousand and Six Hundred and Fifty Five and 61/100 U.S. Dollars ($24,655.61) for a two year period after completion of initial reclamation efforts to ensure the disturbed areas have been reclaimed to Gunnison County's satisfaction.

8. Partial Release of Security.

A. Gunnison County recognizes that as work proceeds upon the Improvements, Gunnison County's need for security shall be reduced. Accordingly, Gunnison County may make a reasonable partial release of the security to be delivered to Gunnison County pursuant to paragraph 5 herein upon receipt of a written completion; upon receipt of certification by Developer's engineer stating the estimated cost of remaining such certification, Gunnison County shall review the same and shall make an independent judgment whether to accept the same in the sole discretion of Gunnison County. If Gunnison County does make a partial release, Gunnison County shall retain security equal to: (a) 125 percent of such estimated cost of remaining completion of Improvements plus 25 percent of the original estimated cost of the Improvements; and (b) all the estimated costs of all of the Reclamation; and shall release the balance of all security held by Gunnison County.

B. Upon Developer's entering into a contract or contracts for construction of Improvements hereunder, Developer and Gunnison County may negotiate an addendum to this Agreement setting forth such reasonable schedule for partial releases of the security in accordance with the anticipated construction schedule. In such circumstance, Gunnison County shall designate and authorize Gunnison County Manager to make the partial release(s) hereunder after consultation with appropriate Gunnison County staff.

9. Developer's Default. In the event of any default hereunder by the Developer, Gunnison County shall give notice to the Developer specifying the nature of such default, which notice shall be given by facsimile transmission or by certified mail with return receipt requested addressed to the Developer at: 125 W. Virginia Ave. #108, Gunnison, CO 81230. In the event the Developer does not remedy such default to the satisfaction of Gunnison County within 14 days following such notice, Gunnison County may elect, in its discretion to exercise all remedies available to it, including but not limited to:

A. To specifically enforce the terms and conditions of this Agreement;

B. To draw upon or otherwise obtain the benefit of the security;

C. To exercise any other rights and obtain any other remedies provided by law;

D. To obtain from the Developer either an extension of Gunnison County's security hereunder to guarantee the completion of the Improvements only on the conditions: (1) that suitable additional security is provided to Gunnison County to guarantee the construction of said Improvements within the new time period determined by Gunnison County; and (2) that Gunnison County determines that it would not be detrimental to the interest of Gunnison County, the public or the owners of property within the Project to allow such extension; and (3) that Gunnison County determines that it would not be in conflict with the conditions of the approved Land Use Change Permit.

E. To engage a manager to supervise the completion of improvements as identified herein. The costs incurred for hiring a manager shall be the responsibility of the Developer and may be withdrawn by Gunnison County from the security. Furthermore, all Gunnison County staff time spent thereafter on this Project shall be calculated at an hourly rate and shall be charged to the Developer and may be withdrawn from security.

10. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and shall be, as determined by the person giving such notice, either hand delivered, mailed by registered or certified mail, return receipt requested or by facsimile or telegraphic communication to the required party at the following addresses:

Gunnison County:	Board of Gunnison County Commissioners of the County of Gunnison, Colorado c/o Gunnison County Attorney 200 East Virginia Gunnison, CO 81230 Fax No: 970-641-7696
Developer:	Terraplen Holdings LLC 125 W. Virginia Ave. #108 Gunnison, CO 81230

11. Recording of Agreement. Upon its execution, this Agreement shall be recorded by the Developer and shall be a covenant running with the property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

12. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon Developer with regard to the Project if the failure to do so would place the public or owners of property within the Project in a perilous condition, or in the event of substantially changed conditions; that is, nothing in this Agreement is or shall be construed to be a bargaining away of Gunnison County's police power.

13. Transfer or Assignment. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted without prior written approval of Gunnison County which approval shall not unreasonably be withheld.

14. Title and Authority. The Developer expressly warrants and represents to Gunnison County that it is the record owner of the real property constituting the Project, and further represents and warrants, *(together with the undersigned individual, that the undersigned individual has full power and authority to enter into this Agreement).* The Developer *(and the undersigned individual)* understand that Gunnison County is relying on such representations and warranties in entering into this Agreement.

15. Litigation. Nothing contained herein shall prevent either party from obtaining a judicial determination of the violation of its rights hereunder; provided however, that written notice to the other party advising the other party of the alleged violation, and advising that in the event the matter is not resolved by the parties within 14 days thereafter, shall be a condition precedent to the commencement of any litigation.

16. Time of Essence. It is mutually agreed that time of performance is an essential part of this Agreement and that all terms, covenants and conditions herein shall extend to and become obligatory upon the successors and assigns of the respective parties hereto.

17. Venue and Choice of Law. This Agreement is entered into in Gunnison County, Colorado and it is agreed that the exclusive jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado. The exclusive choice of law pertaining to this transaction shall be that of the State of Colorado without giving effect to Colorado choice of law principles.

18. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement and the terms and provisions thereof shall not be affected thereby and all other terms and provisions of this Agreement shall be valid and enforceable to the full extent permitted by law.

19. Hold Harmless Clause. The Developer shall indemnify, defend and hold harmless Gunnison County, its officials, employees and agents from and against liability for damages, injury or death which may arise from the direct or indirect operations of the owner, Developer, contractors or subcontractors, which relate to the Project.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire and only Agreement between the parties regarding development improvements, and no oral statements or representations not contained in this Agreement shall be of any force and effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

22. Third Party Beneficiary. Larkspur Community Association, Inc., a Colorado nonprofit corporation (the "HOA") is an intended third party beneficiary of this Agreement with respect to the right to enforce the terms of this Agreement against Developer if Developer is in breach of this Agreement and Gunnison County has declined to enforce the Agreement. Specifically, but without limitation, the HOA shall have the right to draw upon the security provided pursuant to this Agreement for the completion of Developer's obligations if Developer is in breach of this Agreement and Gunnison County has declined to enforce the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the date first above written.

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

By: _____

ATTEST:

_____
Deputy Gunnison County Clerk

DEVELOPER:

Terraplen Holdings LLC

By: Sebastian Puente
_____
Sebastian Puente, Member/Manager

STATE OF ~~COLORADO~~ NEVADA)
)ss.
COUNTY OF Clark)

Notarized remotely using audio-video communication technology via Proof.

The foregoing instrument was acknowledged before me this 5th day of February, 20 25, by Sebastian Puente, Member/Manager of Terraplen Holdings LLC, a Texas limited liability company.

Witness my hand and seal.
My commission expires: 12/05/2028.

Malcolm Childs
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 20-1985-01
Expires December 5, 2028

_____
Notary Public
Address: 8301 w flamingo rd, Las Vegas,NV, 89147

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; FY2026 Veterans Assistance Gran

Action Requested: Discussion

Parties to the Agreement: COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

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

Summary:

The Veterans Assistance Grant (VAG) was established by the Colorado State General Assembly to provide services that enhance the health and well-being of veterans living in Colorado.

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/11/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/11/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

2025 VAG GRANT APPLICATION NARRATIVE

I. Geographic distribution

Gunnison County Veteran Services (GCVS) is a county government initiative advocating for and supporting US military veterans in accessing earned benefits, particularly whole health support services. GCVS serves one of the largest geographic counties in Colorado, a rural region where healthcare access challenges disproportionately impact veterans. Within a highly rural, extreme elevation, mountainous region, GCVS provides evidence-based health and wellness interventions modeled after the VA Whole Health System and the Active Duty Wounded Warrior Care Model. The program aims to bridge the gap between federal and local healthcare services, ensuring access to comprehensive health, wellness, and emergency support for veterans and their families.

II. Number of Veterans to Be Served

According to a combination of US Census, Dept of VA, and local data, approximately 1000 military veterans reside within Gunnison County. The VAG funding will assist the GCVSO in serving approximately 35-50 local veterans per year, based upon developing needs, societal challenges, and stigma surrounding the acceptance and use of state funding to care for oneself. The goal is always 50% unduplicated veterans served per year minimum. In the previous calendar year, 18 unduplicated and 17 duplicated veterans were served by VAG funds through the GCVSO.

III. Need for Services

Gunnison County Veteran Services (GCVS) is uniquely positioned as the single comprehensive veteran services provider in a mountainous rural area, serving approximately 150 veterans annually. GCVS continuously evolves in response to emerging challenges in the veteran

community, ensuring dynamic, adaptable support services. Each selected category of health and wellness intervention is an evidence-based practice, endorsed by the national VA healthcare system and current active duty wounded warrior programs. The goal of GCVS is to model a rural community health program after federal healthcare systems, ensuring continuity of care for military veterans and their families.

List of Services Provided:

This is a cumulative but not exhaustive list of health and wellness focused community support services offered, subject to update based on evolving needs and state VAG administrator approval:

- Mental health services (counseling, PTSD support, substance use recovery)
- Arts and humanities experiences for therapeutic engagement
- Adaptive sports and recreational therapy
- Yoga and gym memberships to promote physical and mental wellness
- Massage, acupuncture, dry needling, and physical therapy
- Senior care services (home health, mobility assistance, medical support)
- Food security programs (grocery assistance, meal delivery)
- Automotive and transport-related services (vehicle repairs, gas assistance)
- Home repair and adaptive equipment support (for non-DVA-covered needs)
- Urgent care visits and medical assistance (for non-DVA-covered needs)
- Hospital, medical clinic, and dental care access (for non-DVA-covered needs)
- Emergency Fund Assistance (case-by-case basis for urgent needs such as heating, energy, gas, rental, or medical travel expenses)

GCVS identifies and assesses veteran needs through:

1. Data Analysis – Utilizing locally collected, U.S. Census & VA data, GCVS tracks veteran population trends and service utilization rates.
2. Community Engagement – Conducting surveys and direct feedback sessions with veterans and their families.
3. Local Partnerships – Collaborating with healthcare providers, veteran organizations, and social service agencies to identify service gaps.
4. Service Utilization Metrics – Reviewing annual service records, showing growing demand for mental health, emergency aid, and wellness services.
5. Geographic and Socioeconomic Barriers – Addressing challenges unique to rural veterans, including limited VA access, transportation difficulties, and economic hardships.

Through this comprehensive assessment, GCVS tailors targeted interventions to ensure veterans receive the support necessary to improve their health, stability, and quality of life.

IV. Service Gaps

Gunnison County and the surrounding rural areas face significant service gaps for veterans, particularly in healthcare access, mental health support, transportation, and emergency assistance. The primary challenges include:

- Limited VA healthcare facilities – The nearest VA hospital is over 90 minutes away, creating transportation and accessibility barriers, especially during inclement weather.
- Mental health service shortages – Despite growing demand, local mental health providers are not VA-affiliated, leading to long wait times and financial barriers for veterans seeking care.

- Lack of specialized veteran programs – Many therapeutic interventions such as non-western medicine, adaptive sports, and holistic wellness services are not covered by VA benefits.
- Financial instability & food insecurity – Veterans facing emergency financial crises (e.g., rent, utilities, medical travel) lack a dedicated support system beyond sporadic assistance from local agencies.
- Limited outreach to underserved veteran populations – Women veterans, LGBTQ+ veterans, Native American veterans, and incarcerated/formerly incarcerated veterans remain underrepresented in local programs.

GCVS is the only comprehensive veteran service provider in this region, ensuring no overlap or redundancy with existing services. Our targeted interventions include:

- Expanding access to mental health care – Providing financial assistance for veterans seeking counseling, PTSD treatment, and substance abuse support outside the VA system.
- Alternative health & wellness interventions – Funding acupuncture, dry needling, massage therapy, adaptive sports, yoga and recreation therapy to supplement traditional medical treatments.
- Emergency financial relief – Offering rent assistance, transportation funding, food security programs, and home repair grants to address critical, immediate needs.
- Regional collaboration with Hinsdale County – Extending services to veterans in neighboring rural areas, ensuring they have equal access to resources.

- Enhancing outreach efforts – Implementing targeted engagement strategies for underserved veteran groups (outlined below).

In the prior year with VAG funding, GCVSO served 33 veterans receiving a variety of health and wellness services. Among them, 13 veterans were identified as women and elderly veterans. All 33 recipients of VAG funds in the prior year are highly rural veterans.

- Projected for FY2025-2026: We anticipate serving 35-50 veterans, with an estimated 20-25 veterans coming from underserved categories due to expanded outreach and targeted program funding.

Prior outreach efforts specifically targeting underserved veterans includes:

- Collaboration with local agencies – Partnered with Western Colorado University, local law enforcement, and first responder groups to engage women veterans and formerly incarcerated veterans.
- Senior-focused outreach – Hosted educational sessions at the Gunnison Senior Center, focusing on healthcare navigation and emergency assistance.
- Community-based partnerships – Worked with Crested Butte State of Mind, Adaptive Sports Center, and Mountain Roots Community Food Project to address mental health, recreational therapy, and food security.
- Veteran networking events – Facilitated peer-led veteran support groups to encourage word-of-mouth referrals and connect more isolated veterans with available services.

Our outreach strategy for this grant application will help connect with underserved veterans in Gunnison County via:

- Digital & Social Media Campaigns – Using geotargeted advertising and social media engagement, specifically targeting LGBTQ+ veterans, Native American veterans, and younger veterans.
- Veteran Referral Networks – Expanding peer-based referral programs to connect veterans through trusted word-of-mouth interactions.
- First Responder Training – Equipping law enforcement, EMS, and fire departments with materials on veteran-specific issues to improve outreach during emergency encounters.
- Mobile & Remote Services – Promoting telehealth mental health programs and regional satellite outreach clinics in collaboration with Hinsdale County VSO.
- Culturally Specific Programming – Hosting women veterans' support circles, Native American veteran heritage events, and reentry programs for formerly incarcerated veterans.

GCVSO will prioritize underserved veterans in relation to VAG funding by:

- Funding Allocation Priority – Underserved veterans will receive priority funding for mental health support, emergency relief, and alternative wellness programs.
- Targeted Support Management – GCVS will maintain community support volunteers in specific community support agencies or organizations to proactively identify and assist veterans from underserved groups.
- Data-Driven Adjustments – Service metrics will be analyzed quarterly to ensure that resource distribution aligns with the needs of veterans facing the most barriers.

- Personalized Assistance Plans – Veterans in underserved categories will receive individualized support, ensuring they receive tailored interventions to meet their unique challenges.

Through this comprehensive approach, GCVSO will ensure equitable access, targeted outreach, and impactful service delivery for the most vulnerable veteran populations in Gunnison County.

V. Local Partnerships

As the Veteran Services Officer for Gunnison County, I work directly with local agencies, healthcare providers, and regional partners to ensure veterans have access to essential health, wellness, and emergency services. Our collaborative network continuously expands to address service gaps in mental health, medical access, and financial assistance, particularly for rural and underserved veterans.

Key Partnerships & Collaborations:

- Gunnison Valley Healthcare System – Facilitating medical referrals, supporting rural veterans with limited VA access and coordinating telehealth solutions.
- Crested Butte Center for The Arts – Providing arts programs to support mental health and social reintegration.
- Adaptive Sports Center of Crested Butte – Enhancing adaptive sports and recreational therapy for disabled and injured veterans.
- Mountain Roots Community Food Project – Addressing food insecurity through meal programs and nutritional support.

- Gunnison County Senior Care Center – Delivering targeted services for aging veterans, including home care, mobility assistance, and medical access.
- Crested Butte State of Mind – Expanding mental health service options to support veterans facing PTSD, depression, and crisis intervention needs.
- Local First Responders & Law Enforcement – Implementing veteran crisis response referrals to ensure timely and appropriate interventions.

Regional Expansion & Hinsdale County Partnership:

- Hinsdale County VSO collaborates with GCVS to extend services to veterans in more remote areas, ensuring that those with limited access to VA care and local resources receive equitable support.
- This regional collaboration allows for cross-county referrals, shared outreach initiatives, and a broader safety net for veterans facing geographic barriers.

Veteran Referral Network & Outreach Strategies:

- Local agencies actively refer veterans to GCVSO for health and wellness scholarships, emergency financial assistance, and alternative medical care.
- Ongoing outreach efforts include veteran networking events, partnerships with Western Colorado University, and coordinated digital campaigns targeting underserved veteran populations.
- GCVS works with community leaders, veteran peers, and service providers to ensure no veteran is left behind due to lack of information or accessibility challenges.

Through these strategic partnerships and collaborative efforts, GCVS continues to expand its impact, addressing critical service gaps and ensuring that Gunnison County veterans receive the care, support, and resources they need.

VI. Outcomes and effectiveness

Cumulative survey data demonstrates 100% of respondents reporting reductions in overall life stress for all recipients of VAG interventions, as well as a measurable increase in positive health outcomes. Additionally, 76.92% (10 of 13) of surveyed veterans report that they are informing their peers of the grant services after utilizing them, indicating strong peer advocacy and program credibility. Beyond individual well-being, veterans participating in the program report a reduction in hospital ER, urgent care, and other social services visits, directly conserving resources within the county government and rural hospital system. By addressing preventative healthcare gaps, the VAG program has led to a notable increase in the utilization of preventative healthcare services, reducing the burden on emergency care providers and improving overall veteran health outcomes.

Expected Outcomes:

- Sustained reduction in ER and urgent care visits, leading to improved long-term health outcomes and cost savings for the county medical system.
- Increased preventative healthcare engagement, with a projected 10-15% rise in veterans utilizing wellness interventions over the next funding cycle.
- Enhanced community engagement, measured by the continued peer referrals and self-reported program awareness growth.
- Targeted impact on underserved veteran populations, ensuring greater outreach and access to holistic services.

Gunnison County Veteran Services is fully committed to participating in all DMVA evaluation efforts. By leveraging survey data, usage trends, and qualitative veteran feedback, GCVS remains dedicated to continuous program improvement and transparent evaluation to maximize impact.

VII. Budget

PRIOR YEAR VAG EXPENSES

Emergency services – 7 veterans, $4779.28

Health and Well-Being – 28 veterans, $12378.91

Housing – 1 veteran, $1000.00

Mental Health – 1 veteran, $1000.00

Other (funeral support services not covered by VA) – 1veteran, $1827.00

TOTAL - $20,985.19 – Expended all provided funds except for $14.81

2025 VAG Proposed Budget – All categorized locally as Health & Wellness

Mental Health

5 Veterans @ $100/session x 10 sessions $5,000

For mental health therapy not available through the VA

Arts/Humanities/Recreation/Outdoor Ed/Self-improvement Ed

5 Veterans @ $500 each $2,500

For therapeutic arts/humanities education/experience not available through VA

Dental Care

5 Veterans @ $1000 each $5,000

For dental care not available through the VA

Clinical/hospital billed services

5 Veterans @ $500 each $2,500

For clinical services not covered through the VA

Senior Services

5 Veterans @ $2,000 each $10,000

For senior citizen health services provided in care facility not contracted by the VA

Emergency Fund 5 Veterans @ $1000/each $5,000

Aid with emergent needs including travel, heating/energy bills or other one-time assistance needs. Second requests result in referral to Gunnison County HHS for further financial counseling and assistance.

Program Costs

Outreach/Marketing costs – print newspaper ($400 x 5 weeks estimated), geotargeted online advertising $2,000

Total Request **$32,000.00**

All health and wellness scholarship funding support opportunities are authorized on a case-by-case basis upon consultation with the GCVSO and involved allied health providers or referring agencies. Further, all health scholarship funds are exchanged via check or county credit card, delivered via GCVSO, upon concurrence of GCVSO and service provider. **No other funds are directed to Veteran Services in Gunnison County other than the CDVA bi-annual stipend and the VAG funds.**

FY2026 VAG Grant Application Form

Legal Name of Organization: Gunnison County Veteran Services

DBA (if applicable):

Mailing Address (include physical address if different):

Gunnison County VSO
220 N. Spruce St
Gunnison, CO 81230

Phone: 970-641-7919 **Fax:** **EIN:** 84-6000770

Website: https://gunnisoncounty.org/910/Veterans-Service-Officer

Organization Email Address: sotero@gunnisoncounty.org

Name of Authorized Representative:

Title of Authorized Representative:

Phone: (###) ###-#### **Email:**

Program Contact (person responsible for the day-to-day operation of program or services to be funded)**:**

Contact Title: Gunnison County Veteran Services Officer

Phone: 713-823-5828 **Email:** sotero@gunnisoncounty.org

Amount of Request: $ 32,000.00

Organization Information

Mission Statement:

The Gunnison County Veteran Service's officer assists any resident of the state of Colorado who is a veteran, or their surviving spouse, administrator, executor, guardian, conservator, or heir of any said veteran, or any other person who may have proper claim, by the filing of claims for insurance, pensions, compensation for disability, hospitalization, vocational training, or any other benefits which such person may be or may have been entitled to receive under the laws of the United States or the state of Colorado by reason of such service. We work to connect veterans to mental, physical, and spiritual health services within our community.

Geographic Area Served (specific to this proposal)**:**

Gunnison and Hinsdale County region, in partnership with Hinsdale County VSO.

(Briefly) Describe what the grant will be used for:

The GCVSO is committed to implementing the VA Whole Health Model in a rural setting, ensuring that underserved veterans in geographically isolated areas receive the same high-quality, evidence-based care as their urban counterparts. This localized expansion will directly contribute to reducing emergency healthcare dependency, improving preventative care engagement, and fostering resilience among the region's veterans.

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge and indicates an agreement to accept the terms and conditions of the grant award.

Typed Name of Authorized Representative **Title**

Signature of Authorized Representative **Date**

FY2026 VETERANS ASSISTANCE GRANT

COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

Applications due: March 01, 2025 Submit to:

grant.submission@dmva.state.co.us

PLEASE READ ALL THE INSTRUCTIONS-Application instructions contain NEW INFORMATION

Questions?

Please contact Lisa.Stamm@dmva.state.co.us

IMPORTANT APPLICATION INFORMATION

PLEASE READ ALL THE INSTRUCTIONS CAREFULLY

This application includes **new information** for this year. Please review all instructions thoroughly to ensure your application is complete and accurate.

NEW: Required Meeting for New Applicants

If you are a new applicant, you must schedule a meeting with the Grants Manager to review your proposed project and budget. This step is required before submitting your application.

To schedule the meeting, please send a request to:

Lisa Stamm

Grants Manager, Colorado Division of Veterans Affairs
Email: lisa.stamm@dmva.state.co.us
Please ensure to schedule this meeting well in advance of the application deadline.

APPLICATION TRAINING

The Colorado Division of Veterans Affairs will hold training sessions for this year's grant application process. These sessions will cover all new details, including examples to guide applicants.

Training Dates and Webinar Links:

Please check the Colorado Division of Veterans Affairs website for the most up-to-date schedule.

All applicants are strongly encouraged to attend at least one training session to ensure they are familiar with this year's updates and the application process.

APPLICATION TECHNICAL ASSISTANCE

If you need **individual assistance** with your application, please contact **Lisa Stamm** to schedule a one- on-one appointment at:

Email: Lisa.Stamm@dmva.state.co.us

PROGRAM SUMMARY

The **Veterans Assistance Grant (VAG)** was established by the **Colorado State General Assembly** to provide services that enhance the health and well-being of veterans living in Colorado. Previously known as the **One Year Grant**, the VAG is funded through **annual appropriations** made by the General Assembly.

In **2014**, the grant program was codified into **Colorado Statute**, **Section 28-5-712, C.R.S.**, which ensures ongoing funding for the **Veterans Assistance Grant Program** through annual appropriations. These funds are intended to support services that improve veterans' overall well-being, including:

- **Mental health services**
- **Family counseling**
- **Job training and employment assistance**
- **Housing for homeless veterans**
- **Other types of veteran support services**

GRANT ADMINISTRATION

The **Colorado Division of Veterans Affairs (Division)** administers the VAG in consultation with the **Colorado Board of Veterans Affairs (Board)**. The Division is responsible for the following:

- Developing **guidelines** and **standards** for the grant process, including:
    - The **application format**.
    - Criteria for **qualifying applicants** and selecting **grantees**.
    - Establishing the **term and amount of grants** awarded.
    - Defining standards for evaluating the **effectiveness** of programs receiving a VAG.
- A **Grant Review Committee**, comprised of **Division staff** and **Board members**, reviews applications and makes **funding recommendations**.
- The **Department of Military and Veterans Affairs** approves and awards all grants.

PURPOSE AND SCOPE

Goal and Expected Outcomes of the Veterans Assistance Grant (VAG)

The **overarching goal** of the **Veterans Assistance Grant (VAG)** is to support organizations in addressing **community-defined needs** of veterans, ultimately improving the **health and well-being** of veterans across the state of **Colorado**.

The Department is particularly interested in receiving applications from programs that emphasize a **behavioral health approach** to addressing veterans' needs.

EXPECTED OUTCOMES

The anticipated outcomes of the VAG include:

- **Enhanced self-sufficiency** and **economic stability** for veterans.
- Increased **access to health and behavioral healthcare** services.
- **Stable housing** and access to **supportive services**.
- Improved **food security**.
- Strengthened **relationships** and overall **well-being** of veterans.

VETERANS ASSISTANCE GRANT (VAG) PROGRAM

Eligibility

The **Veterans Assistance Grant (VAG)** is available to both nonprofit and governmental entities. To be eligible:

- **Nonprofits** must be in good standing with the **Colorado Secretary of State** and be recognized by the **Internal Revenue Service (IRS)** as a **501(c)(3)** tax-exempt organization (excluding 501(c)(19) or 501(c)(23)).
- **Proof of nonprofit status** (determination or affirmation) within the last **5 years** must be submitted with the grant request.
- **Nationally recognized veterans organizations** should apply for the **Veterans Trust Fund (VTF) grant** instead of the VAG.

Programs and Projects

Eligible programs and projects must meet the following criteria:

- They must be located **within Colorado**.
- They must provide **direct assistance** to meet the needs of veterans and their dependents living in Colorado.
- **Veterans** eligible for services under this program include those whose character of service is **other than Dishonorable**.

Veterans Assistance Grant Priority for Underserved Veterans

Veterans Assistance Grant (VAG) funds must prioritize underserved veterans. For the purposes of this grant, underserved veterans include the following groups:

- **Women Veterans**
- **Veterans living in rural or remote areas**
- **Incarcerated Veterans**
- **LGBTQ+ Veterans**
- **Ethnic and Minority Veterans**
- **Native American Veterans**

Terms and Limitations

- **One Application per Organization**: An organization may apply for **only one grant** per funding cycle.
- **No Double Funding**: Organizations may not receive funding from both the **VAG** and **Veterans Trust Fund (VTF)** programs in the same cycle.
- **Ineligible Costs**: The following are not eligible for funding:
    - Administrative costs (e.g., staff positions, overhead, indirect rates)
    - Construction or capital costs
    - Memorials, club renovations, honor guards, and tributes to veterans
    - No security deposits
- **Supplanting**: Grant funds cannot be used to replace (supplant) existing funding for activities or programs. Supplanting is defined as using these grant funds to replace funds already allocated to a program or project.
- **Maximum Grant Award**: The maximum allowable grant award is **$100,000**, which includes

both program and project costs.

- VAG grantees must prioritize underserved veterans.

Application Process

- **Submission Deadline**: Applications must be submitted **by March 1, 2025**.
  - Only **electronic submissions** will be accepted. Applications submitted by mail will not be considered.
- **Submission Email**: All applications must be sent to **grant.submission@dmva.state.co.us**.
  - Applicants are encouraged to set up receipt confirmation on their email.
- **Required Attachments**: Applications should be submitted as **two (2) attachments**.
  - Ensure all required elements are included, using the provided templates, formats, and parameters.
- **Application Compliance**: Applications must be complete and comply with all guidelines at the time of submission.
  - Incomplete applications will not be considered.

Questions

For any questions, contact the Grant Manager, Lisa Stamm:

- **Phone**: 720-628-1480
- **Email**: lisa.stamm@dmva.state.co.us

APPLICATION

Only complete applications received by the deadline of **March 1, 2025** will be considered. The required forms for FY026 VAG Grant are attached.

PROGRAM COSTS

An applicant may ask for up to 10% of the project budget for program costs.

I. Program Costs are directly tied to the delivery of the project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program. These expenses are directly related to the provision of program activities. Staffing expenses that are necessary to implement a project supported with the grant award, can be included. Allowable costs consist of the following:

a. **Project Materials:** Must be defined and requires invoices/receipts for payment

b. **Program/staff salaries:** Must submit all other funding and amounts to ensure there is no supplanting. Please describe how position was previously funded.

c. **Equipment,** under $5,000.00

d. **Supplies:** Must be defined and requires invoices/receipts for payment

e. **Travel:** Must follow state travel rule- mileage rate and per diem- requires mileage/travel forms

f. **Outreach:** Must be clearly defined

EVALUATION

Application Review and Evaluation Process

Initial Screening

- Each application will undergo an **initial screening** by the Division's **Grant Manager** to assess **eligibility** and **completeness**.
- **Ineligible** or **incomplete** applications will be returned to the applicant.
- Applications that meet eligibility requirements and are complete will proceed to the next step in the evaluation process.

Evaluation Committee

- Applications are evaluated by a committee composed of:
    - The **Division Director** or their designee
    - **DVA staff**
    - **Board members** (appointed by the Board chairman)
- This committee uses an **objective scoring tool** to determine funding recommendations, considering:
    - Available funds
    - Geographic distribution factors
- **Scoring Considerations**: Applications will be evaluated based on specific criteria, which will be scored accordingly.

Scoring and Funding Decisions

- Applications scoring fewer than **60 points** will **not** be considered for funding.
- The committee's **funding recommendations** and accompanying applications will be forwarded to:
    - **Director of Veterans Affairs** or their designee
    - **CBVA Board Chair** or their designee
    - **DMVA Grants Administrator**
- Recommendations are then sent to the **Adjutant General** for final approval.
- The **decision of the Adjutant General** is **final**.

Scoring Considerations are as follows:

- Geographic Distribution (10 points)
- Number of Veterans to be Served (10 points)
- Need for Services (10 points)
- Service Gaps (15 points)
- Local Partnerships (10 points)
- Outcomes and Effectiveness (10 points)
- Budget (15 points)
- Internal Score (20 points)

GRANT AWARDS

Grant Funding and Administration

II. Funding Amounts

- Applications may be funded **in full or in part**. The amount of funding awarded may be based on factors such as:
  - **Risk assessment**
  - **Previous compliance or utilization of grant funds**
  - **Track record or capacity of new grantees**
  - **Availability of funds**
- If partial funding is awarded, a **Letter of Intent** (LOI) and the grant agreement will specify any limitations on the funding.

III. Grant Award Process

- Once a grant is awarded, the grantee will receive a **Letter of Instruction (LOI)** along with the terms and conditions of the grant agreement.
- These documents will be emailed to the **authorized representative** listed in the application.
- The **grant agreement** is unilateral, meaning the applicant agrees to the terms and conditions by signing and submitting the application.
- **Reimbursement of expenses** is only eligible after the agreement is fully executed or after **July 1**, whichever is later.

IV. Grantee Responsibilities

- The grantee will receive a **grant handbook** outlining VAG grant processes and procedures. All grantees are expected to read the handbook in its entirety.
- The **authorized representative**, **program contact**, and any involved individuals must attend a **MANDATORY grantee webinar training** at the beginning of the grant period. Failure to attend will result in **funds being frozen**.
- The grantee must notify the **Grant Administrator** in writing about any changes to the individuals responsible for the grant.

V. Reimbursement Process

- **Reimbursement** is available when grantees have spent organizational funds for grant-related purposes. Grantees must submit:
    - **Proof of expenditures**, such as a copy of the check and corresponding invoices, bills, or receipts.
- **Reimbursement requests** without proper documentation will be denied.

VI. Reporting Requirements

- **Performance Progress Reports** are required and will be included in the grant agreement package. Reports are due quarterly on the following dates:
    - **October 15**
    - **January 15**
    - **April 15**
    - **July 15** (close-out report)
- Reports must include:
    - Number of veterans served
    - Number of **unduplicated** veterans served
    - Number of instances of services
    - Average instances per individual
    - Services provided and how they were delivered
    - Measures of effectiveness
    - Satisfaction survey data
    - Accomplishments and successes
    - Summary of expenditures made during the reporting period
- Any final **reimbursement requests** must be received by the Department no later than **June 30 of the grant agreement period.**

FY2026 VAG Grant Application Form

Legal Name of Organization: Gunnison County Veteran Services

DBA (if applicable):

Mailing Address (include physical address if different):

Gunnison County VSO
220 N. Spruce St
Gunnison, CO 81230

Phone: 970-641-7919 **Fax:** **EIN:** 84-6000770

Website: https://gunnisoncounty.org/910/Veterans-Service-Officer

Organization Email Address: sotero@gunnisoncounty.org

Name of Authorized Representative:

Title of Authorized Representative:

Phone: (###) ###-#### **Email:**

Program Contact (person responsible for the day-to-day operation of program or services to be funded)**:**

Contact Title: Gunnison County Veteran Services Officer

Phone: 713-823-5828 **Email:** sotero@gunnisoncounty.org

Amount of Request: 32000

Organization Information

Mission Statement:

The Gunnison County Veteran Service's officer assists any resident of the state of Colorado who is a veteran, or their surviving spouse, administrator, executor, guardian, conservator, or heir of any said veteran, or any other person who may have proper claim, by the filing of claims for insurance, pensions, compensation for disability, hospitalization, vocational training, or any other benefits which such person may be or may have been entitled to receive under the laws of the United States or the state of Colorado by reason of such service. We work to connect veterans to mental, physical, and spiritual health services within our community.

Geographic Area Served (specific to this proposal)**:**

Gunnison and Hinsdale County region, in partnership with Hinsdale County VSO.

(Briefly) Describe what the grant will be used for:

The GCVSO is committed to implementing the VA Whole Health Model in a rural setting, ensuring that underserved veterans in geographically isolated areas receive the same high-quality, evidence-based care as their urban counterparts. This localized expansion will directly contribute to reducing emergency healthcare dependency, improving preventative care engagement, and fostering resilience among the region's veterans.

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge and indicates an agreement to accept the terms and conditions of the grant award.

Typed Name of Authorized Representative **Title**

Signature of Authorized Representative **Date**

FY2026 VAG Application Program Detail

1. **Geographic Distribution (10 points):**
   - Identify the primary geographic target area to be served.
2. **Number of Veterans to Be Served (10 points):**
   - Identify the number of veterans in the area and provide the data source. GDX Data
   - What is the total number of unduplicated and duplicated veterans you expect to serve?
   - What is the number of unduplicated and duplicated veterans served by your program during the previous calendar year?
3. **Need for Services (10 points):**
   - What services do you intend to provide to address the needs of veterans in your area?
   - How did you determine these needs?
4. **Service Gaps (15 Points):**
   - Identify any service gaps that currently exist in your geographic area.
   - Provide a detailed discussion on how your services will specifically address these identified service gaps, ensuring that you do not duplicate efforts already being made in your area.
   - How many underserved veterans did you serve in the previous year, and how many do you expect to serve this year?
     Underserved veterans are defined as:
     - Ethnic and minority veterans
     - LGBTQ+ veterans
     - Incarcerated veterans
     - Native American veterans
     - Women veterans
     - Veterans living in rural or remote areas
     - Veterans over the age of 65

*****Describe your prior outreach efforts specifically targeting underserved veterans.

- Outline your outreach strategy for this grant application and explain how it will help connect with underserved veterans in your service area.
- Describe how you will prioritize underserved veterans in relation to VAG funding.

5. **Local Partnerships (10 Points)**

   - How does your agency collaborate with your local County Veterans Service Officer, local partners, and other community organizations to address these gaps in services?

6. **Outcomes and Effectiveness (10 Points)**

   - What has been the impact of the services you have provided
     - ***Previous grantees must use*** *survey results. Statistical documentation must be included. If you are not a prior grantee, explain how you determine the impact of your services.*
   - Clearly identify your expected outcomes.
   - Are you willing to participate in any DMVA evaluation efforts.
     - YES/NO

7. **Budget (15 points)**

   - Include a breakdown of services your organization provided in the <u>previous</u> fiscal year.
     - This should include detailed information regarding what you spent, and the number of veterans served for each service category.
   - **Attach** a line-item budget and budget narrative that clearly identifies estimated expenses, estimated numbers and the purpose for funds for <u>this</u> grant application.
     - OFFICE SUPPLIES must be included in your line-item budget if applicable.
   - If applicable, attach a bid sheet from a dealer for vehicle purchase.
   - List total agency budget and other grant funding.
   - Identify any other sources of funding to be utilized for the program.

Internal Score (20 Points) APPLICANT DOES NOT FILL OUT

- **Scored by Grant Manager.** Prior Grant Management / Program Capacity (for new applicants).
- **If prior grantee**:
  - **Scored based on prior grant management and execution rate.**
  - This includes assessing how well the previous grant was managed, including budget adherence, meeting objectives, and program execution.
- **If new applicant**:
  - **Scored based on the program's capacity to manage and implement this grant.**
  - This includes evaluating the organization's demonstrated ability to effectively manage the grant, execute the proposed program, and deliver the intended outcomes.

**Please remember to submit a line-item budget and budget narrative.

Budget Template Example

Item	Description	Unit Cost	Quantity	Total Cost
Total Request				$

FY2026 VAG APPLICATION ATTACHMENTS

Include each attachment and provide in the order listed:

ATTACHMENT 1

- **Program Narrative/Budget Questions 1-7**

ATTACHMENT 2

- **Pre-Award Questionnaire**
- **Proof of IRS Federal Tax-Exempt Status** and/or letter of affirmation (dated within the last five years)
- **Current Certificate of Good Standing** with the Secretary of State
- **Current IRS W-9** with EIN (must be signed and dated)
- **Grant Guidelines and Veteran Eligibility Policy**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison

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

Summary:

Grant contract for GCSAPP youth programming and drivers education.

Fiscal Impact:

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/4/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/5/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/6/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

PUBLIC SERVICE GRANT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2025, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

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

1) By December 30, 2025, the GCSAPP Youth Coalition will run or support with 6 prosocial substance free events for their peers and the community.

2) By December 30, 2025, GCSAPP will partner with the school district to enroll youth into Drivers Education and Behind the Wheel.

3) By December 30, 2025, Drivers Education will be offered to 50 youth and Behind the Wheel will be offered to 30 youth.

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

(c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2024 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

(a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

(b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2025, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.

(c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.

(d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

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

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

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

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents ($424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents ($1,195,000.00).

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

6. INDEPENDENT CONTRACTOR.

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

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

7. DELEGATION AND ASSIGNMENT.

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

8. IMMIGRATION COMPLIANCE.

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

(a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;

(b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;

(c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;

(d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(e) COUNTY shall comply with any reasonable request by the department made it the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

(f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY:
Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8070

COUNTY:
GUNNISON COUNTY
Emily Mirza
200 E. Virginia Ave
Gunnison, CO 81230
Email: emirza@gunnisoncounty.org

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

10. TERMINATION.

Unused funds or funds used for purposes outlined as objectives in this agreement shall be returned to the City of Gunnison by the end of the year.

11. MISCELLANEOUS.

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

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

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

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

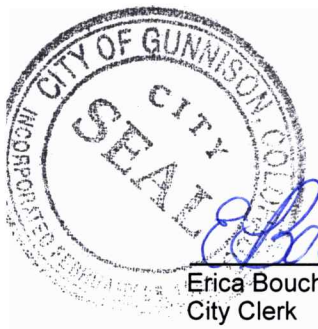
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF GUNNISON, a Colorado home-rule municipality

ATTEST:

By: _____ 2/2/25

Ben Cowan
Finance Director



Erica Boucher
City Clerk

GUNNISON COUNTY

By: _____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

_____
Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter and Resolution; CDAG# 25-GUC-01

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Colorado Department of Transportation, Division of Aeronautics

Term Begins: **Term Ends:** **Grant Contract #:** CDAG 25-GUC-01

Summary:

Grant award and resolution from CDOT providing funding for an Airfield Pavement Maintenance project on runway 06/24. Project is scheduled for summer 2025.

Fiscal Impact: State: $1,000,000.00; Local: $111,112.00

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/4/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/5/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/5/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/6/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	**Grant Amount** **State: $1,000,000.00**
Grantee **Gunnison County**	
Grant Issuance Date The Effective Date	
Grant Expiration Date June 30, 2028	**Local Match Amount** **Local: $111,112.00**
Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	**Total Encumbrance Amount to Date: $1,000,000.00**

Grant Purpose

A) Airfield Pavement Maintenance

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Discretionary Aviation Grant Application
2. Exhibit B, Resolution
3. Exhibit C, Grant Assurances
4. Exhibit D, 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:

1. Provisions of the main body of the Grant
2. Exhibit A, Discretionary Aviation Grant Application
3. Exhibit B, Resolution
4. Exhibit C, Grant Assurances
5. Executed Option Letters (if any)

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

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

GRANTEE **Board of County Commissioners of Gunnison County**	**STATE OF COLORADO** Jared S. Polis, Governor **Department of Transportation** Division of Aeronautics
By: _____ Laura Puckett Daniels, Chairperson BOCC	By: _____ By: David R. Ulane, Director
Date: _____	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

_____
By: Department of Transportation

Effective Date:_____

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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 written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. 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, the Colorado Aeronautical Board 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.

C. 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 Contractor in a form substantially equivalent to Exhibit D, Sample Option Letter, attached to this Agreement.

3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote

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the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit A.

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. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

F. "**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

G. "**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.

H. "**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.

I. "**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.

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J. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

K. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

L. "**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.

M. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

N. **"Manual**" means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics' website.

O. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

P. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

Q. "**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.

R. "**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.

S. "**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, 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.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

U. "**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.

V. "**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.

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W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

X. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

Y. "**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.

5. 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.

6. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. 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. Increase or Decrease Quantities and Total Price - State's Option

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Contractor in in form substantially equivalent to Exhibit D prior to the end of the current Contract term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of

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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.

D. Reimbursement of Grantee Costs

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.

E. 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.

7. 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 §6.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, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State 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.

8. 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. 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.

C. Final Audit Report

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Grantee shall promptly submit upon request 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.

9. 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 publically 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. 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,

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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.

10. 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.

11. 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.

12. 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 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.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, 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.

14. 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

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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 **§14**.

For the State:

Scott Storie
Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
scott.storie@state.co.us
(303) 512-5251

For Grantee:

Rick Lamport
Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue, Gunnison, CO 81230
rlamport@gunnisoncounty.org
(970) 642-7388

15. 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.

16. 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.

17. 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

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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.

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EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION

Colorado Division of Aeronautics

Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: Gunnison County	**AIRPORT:** Gunnison-Crested Butte Regional Airport	**IDENTIFIER:** GUC
PROJECT DIRECTOR: Rick Lamport		
MAILING ADDRESS: 519 Rio Grande Avenue, Gunnison, CO 81230	**EMAIL ADDRESS:**	rlamport@gunnisoncounty.org
	PHONE NUMBER:	(970) 642-7388

GRANT NAME AND TERMS		
	TERMS	
25-GUC-01	Execution Date: The Effective Date	Expiration Date: June 30, 2028

FUNDING SUMMARY	
Funding Source	**Funding Amount**
State Aviation Grant:	$1,000,000.00
Local Cash:	$111,112.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$0.00
Total Project Funding:	$1,111,112.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Airfield Pavement Maintenance	$1,000,000.00	Up to 90.00 %	$111,112.00	10.00	$0.00	0.00	$1,111,112.00
TOTALS	**$1,000,000.00**		**$111,112.00**		**$0.00**		**$1,111,112.00**

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EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:
The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"
The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.
Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.
NOW, THEREFORE, BE IT RESOLVED THAT:
Gunnison County, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant.
The **Gunnison County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.
By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

FURTHER BE IT RESOLVED:
That **Gunnison County** hereby designates **Rick Lamport** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:
Gunnison County has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:
Gunnison County hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

_____
By: Laura Puckett Daniels, BOCC Chairperson Date: _____

ATTEST (if needed)

_____
By: Katherine Haase, Assistant to the County Manager Date: _____

DRAFT for DocuSign Approval

EXHIBIT C, GRANT ASSURANCES

Airport Sponsor Assurances for
Colorado Discretionary Aviation Grant Funding
Approved by CAB January 22, 2018

I.APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II.DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III.COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

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1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

   The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

   a. Operating the airport's aeronautical facilities whenever required;

   b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

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7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

DRAFT for DocuSign Approval

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	**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 Contract Number of the Original Contract
Current Agreement Maximum Amount Initial Funding State Funding: $0.00 Modifications Option Letter 1 $0.00 Option Letter 2 $0.00 Option Letter 3 $0.00 Option Letter 4 $0.00 Modified Agreement Maximum Amount $0.00	**Option Agreement Number** Insert CMS number or Other Contract Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
   B. Option to change the quantity of Goods/Service under the Agreement

2. **REQUIRED PROVISIONS:**
   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):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the Agreement Maximum Amount for an Increase/Decrease in the quantity of Goods/Services or both at the rates stated in the Original Agreement, as amended.
   C. **For use with all Option Letters:** 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 and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO Jared S. Polis, Governor **Department of Transportation** Division of Aeronautics _____ By: David R. Ulane, Director 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:_____ By: Department of Transportation Option Effective Date:_____

DRAFT for DocuSign Approval

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:
The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"
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Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.
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FURTHER:
Gunnison County has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:
Gunnison County hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

_____
By: Laura Puckett Daniels, BOCC Chairperson Date: _____

ATTEST (if needed)

_____
By: Holly Perry, Deputy County Clerk Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Strategic Prevention Framework-

Action Requested: Other electronic signature will be due in grants.gov 2/21

Parties to the Agreement: Samsha - Gunnison County

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

Summary:

Strategic Prevention Framework grant application - due into grants.gov 2/21 for substance use prevention programming. 3 years of funding

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: 2/12/2025

County Attorney Review: (•) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2025 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

SECTION A: Population of Focus and Statement of Need
(25 points – approximately 2½ pages)

Section A: Population of Focus and Statement of Need

Gunnison County, a designated frontier county in south-central Colorado, faces significant behavioral health challenges, including high rates of substance use, mental health concerns, and economic stressors. With a population of 16,918 and fewer than five people per square mile, most residents live in the towns of Crested Butte and Gunnison, while smaller, more isolated communities such as Pitkin, Almont, Ohio City, Sargents, Marble, and Somerset experience even greater barriers to accessing prevention services. The county's demographic composition includes 8.2% Hispanic, 85.7% White (non-Hispanic), 2.9% identifying with two or more races, and 1.2% Black or African American (U.S. Census Bureau, 2023).

Historically rooted in mining, trapping, and ranching, Gunnison County has maintained a strong culture of independence, which today blends with the area's tourism-driven economy. With a world-class ski resort, mountain biking, fishing, and outdoor adventure activities, Gunnison County has developed a "festival culture" that normalizes substance use. This normalization, captured in the local sentiment that "living in the high country means getting high," exposes youth to relaxed social norms around alcohol, marijuana, and nicotine, contributing to elevated substance use rates. The purpose of this project is to strengthen prevention efforts by enhancing protective factors, increasing community collaboration, and addressing gaps in youth-focused substance use prevention services.

Youth in Gunnison County face concerning substance use and mental health trends. Between 2021 and 2023, adult binge drinking rates reached 25.95%, adult marijuana use was 24.57%, and adult vaping prevalence was 8.27% (CDPHE, 2021-2023), placing Gunnison County among the top ten counties in Colorado for excessive alcohol and marijuana use. According to the 2023 Healthy Kids Colorado Survey (HKCS), high school substance use has declined, but middle school substance use is increasing. Gunnison County high school binge drinking was reported at 17.9%, past 30-day marijuana use at 14.4%, and past 30-day vaping at 9.5%. However, middle school data presents a growing concern. From 2019 to 2023, middle school youth who had ever used e-cigarettes more than doubled from 3.7% to 7.8%, while current alcohol use increased from 4.9% to 7.9%, and lifetime alcohol use surged from 10.1% in 2021 to 22.7% in 2023.

Mental health concerns are also rising among youth. Among high school students, 20.3% reported feeling sad or hopeless for two or more weeks, 13.1% considered suicide, and 5.2% attempted suicide in the past year. Suicide attempts disproportionately affect Hispanic youth (6.5%) and LGBTQ+ youth (9%). The data is even more alarming for middle school students, where 24.5% reported persistent feelings of sadness or hopelessness, 21.2% considered suicide, and 7.5% attempted suicide in 2023. Hispanic middle school students experienced disproportionately high suicide attempt rates at 15.3% (HKCS, 2023).

The Gunnison County Department of Juvenile Services (JDS) has reported a 30% increase in middle school youth requiring support and a 40% increase in nicotine-related cases, primarily involving vaping and Zyn use, during the 2023-2024 school year. Additionally, municipal courts have seen a rise in youth nicotine violations, highlighting an urgent need for enhanced upstream prevention efforts.

Despite the strong efforts of local organizations, significant gaps remain in prevention services, particularly for high-risk youth and families. The State of the Community Report and community assessments have identified several critical barriers contributing to increased substance use and behavioral health struggles:

1. Limited Access to Prevention and Treatment Services: Gunnison County faces a shortage of mental health and substance use professionals, making it difficult for families to access timely interventions. Rural communities, particularly those outside of Crested Butte and Gunnison, have even fewer behavioral health resources.
2. Lack of Parent and Family Support Services: There are insufficient structured programs for parent education and family engagement, leaving parents without the tools needed to prevent and address youth substance use.
3. Economic Stress and Housing Instability: Many families experience chronic economic hardship, food insecurity, and high housing costs, which increase stress levels and contribute to higher substance use risks. Over 50% of renters in Gunnison County are cost-burdened, meaning they spend more than one-third of their income on housing.
4. Cultural Normalization of Substance Use: Gunnison County's ski, tourism, and ranching cultures foster a high level of community acceptance of alcohol and marijuana use, which contributes to early initiation of substance use among youth.
5. Gaps in Early Prevention and Intervention: The rising rates of middle school substance use and mental health concerns indicate that more upstream prevention strategies are needed, particularly for younger youth and their families.

SECTION Bonus Points for Providing Services to Priority Populations (10 points – approximately ½ page)

Section B: Services to Priority Populations

Gunnison County is rural and geographically isolated, limiting access to SUD prevention, treatment, and behavioral health services (U.S. Census Bureau, 2023). The county's economic disparities, coupled with a tourism-driven economy that normalizes substance use, contribute to a high prevalence of alcohol, marijuana, and nicotine use (Colorado Department of Public Health & Environment [CDPHE], 2023). Among the population, 10.4% live in poverty, and over 50% of renters are cost-burdened, exacerbating barriers to healthcare and prevention services (Colorado Housing and Finance Authority, 2023; U.S. Census Bureau, 2023). Additionally, 42% of residents live below the self-sufficiency standard, a measure that indicates economic stress and the inability to afford basic needs such as housing, childcare, food, and transportation, further increasing vulnerability to substance use and behavioral health challenges (Colorado Center on Law & Policy, 2023).

The county's Hispanic population (8.2%) is disproportionately impacted by SUD and mental health concerns, with higher rates of suicide attempts and behavioral health crises compared to their peers (HKCS, 2023). Youth referred through Child Protective Services (CPS) disproportionately come from low-income, high-risk households, with at least 55% of program participants experiencing economic hardship or adverse childhood experiences (Community Foundation of the Gunnison Valley [CFGW], 2022). Given these factors, approximately all our population of focus—rural youth, low-income families, Hispanic residents, and youth involved in juvenile services—meets the criteria for underserved communities greatly impacted by SUD.

Goal 1: By March 2026, improve substance use prevention services for high-risk populations by strengthening collaboration, assessment, and capacity, forming partnerships, and enhancing coalitions.

Objective 1.1: By December 2025, improve coordination and partnerships for effective prevention efforts in our community and with other Colorado recipients.

- By October 2025, identify and establish points of contact with the SPF-PFS State recipients (if applicable) to reduce overlap and improve coordination.
- By December 2025, develop a communication plan with SPF-PFS Communities/Tribes recipients and local partners to ensure ongoing collaboration and information sharing.

Objective 1.2: By April 2026, conduct a comprehensive community assessment to identify prevention needs, and create an implementation and evaluation plan.

- By December 2025, collect and analyze public health and community-level data to assess substance use concerns and identify at-risk subpopulations.
- By December 2025, identify existing data gaps and determine the most relevant risk and protective factors influencing substance use in the community.
- By December 2025, estimate the potential impact of prevention initiatives and submit findings with the second quarterly report.
- By April 2026, implement prevention programming and measure outcomes related to prevention efforts.
- By April 2026, an evaluation plan will be created.

Objective 1.3: By September 2026, strengthen community capacity to sustain prevention initiatives.

- By April 2026, identify and engage local partners who can contribute to reducing risk factors and increasing protective factors.
- By April 2026, establish partnerships with the Prevention Technology Transfer Center (PTTC) and other national or state-level prevention networks.
- By April 2026, implement prevention services identified by the assessment process
- By September 2026, strengthen existing community structures (coalitions and advisory boards) to provide oversight and sustainability for prevention efforts.

Goal 2: By September 2030, increase protective factors of high-needs youth and families referred to Gunnison County Juvenile Services (GCJS) by expanding psychoeducation, parent support, and positive youth engagement strategies.

Objective 2.1: By September 2030, strengthen substance use prevention by providing psychoeducation to 80% of high-needs youth and parent support to 50% of families referred to Gunnison County Juvenile Services.

- By September 2027, provide psychoeducation for at least 80% of high-needs youth referred to GCJS.
- By September of 2028, provide individual or group parent support and coaching to at least 50% of parents, helping them build skills in boundary-setting, positive communication, and substance use prevention.
- By September 2030, provide ongoing training for two full-time staff members to provide psychoeducation and parent support to youth and families.

Objective 2.2: By December 2026, develop and streamline the referral process and screen 80% of youth for risk and protective factors who are referred to Gunnison County Juvenile Services.

- By September 2026, implement screening tools to assess risk and protective factors for 80%of youth within 30 days of referral using the Youth Assessment and Screening Tool (YASI).
- By December 2026, develop and implement a standardized referral process to GCJS from community and school-based partners.

Objective 2.3: By September 2030, strengthen school-based mentoring by partnering with Gunnison Valley Mentors (GVM) and serving 8-10 referred youth annually.

- By December 2025, execute a formal agreement with GVM for Inspire Mentoring to provide services for youth referred through Gunnison Watershed School District.
- By September 2030, serve at least 8-10 youth annually through Inspire Mentoring who have been referred due to academic, behavioral, or social challenges.

Objective 2.4: By April 2028, strengthen mentoring by equipping staff with therapeutic mentor training to enhance youth resilience by 8%.

- By December 2025, establish a learning cohort with GCJS and GVM staff to be trained in therapeutic mentoring.
- By August 2026, Partner with Western Colorado University to provide therapeutic mentoring certification training.
- By March 2027, 50% of GCJS and GVM staff will complete therapeutic mentoring training.
- By September 2027, we will implement therapeutic mentoring services for high-risk youth.
- By April 2028, demonstrate an 8% increase in youth reporting resiliency skills through the Partners Mentoring Survey (PMSEI) pre/post surveys.

Goal 3: By September 2030, increase community capacity to promote protective factors and reduce risk factors for youth through universal prevention efforts.

Objective 3.1: By September 2030, expand collaborative community efforts to promote pro-social community activities, parenting education, and sustainable prevention programs, reaching at least 1,000 youth and families annually.

- By September 2026, convene key stakeholders with similar initiatives to coordinate and implement monthly community events.
- By January 2027, offer substance-free community events with an average of 1,000 youth and community members attending annually.
- By September 2026, in coordination with Gunnison County's State Child Maltreatment Plan, develop an education series to increase parental knowledge of development, mental health, and substance use prevention.
- By September 2030, schedule and offer monthly parent education sessions for elementary and secondary parents, with 400 parents attending annually.
- By September 2030, schedule and offer evidenced-based parenting education multi-week courses in Spanish and English annually.

FY2025-206 Budget Narrative and Justification

A. Personnel:

TABLE 7: FEDERAL REQUEST

Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Cost (6)
(1) Project Director – Gunnison County	Kari Commerford	Yes	$140,000	50%	$70,000
(2) Data Analyst	John Powell	Yes	$70,000	50%	$35,000
(3) Family Support Manager	Sarah Quinlivan	No	$88,000	50%	$44,000
(4) Clinical Case Manager	Megan Brown	No	$90,000	50%	$45,000
(5) Therapeutic Mentor/Coach	Dusty Sylvanson	No	$40,000	50%	$20,000
TOTAL					$214,000

NARRATIVE JUSTIFICATION:

1. The Project Director will be a full-time county staff and will ensure all requirements of the grant are carried out and be the direct contact for all grant communications. The Project Director will oversee all aspects of the grant including financial and programmatic reporting and tracking progress towards all deliverables. The Project Director Oversees all Juvenile Services programs and staff.
2. The Data Analysts will collect all qualitative and quantitative data, lead health planning and program evaluation work to understand risk and protective factors, social determinants of health, and gaps in services. This includes conducting community health assessments, data management agreements, and statistical analyses for evidence-based decision-making, program planning and evaluation, The Data Analyst will sit on the GCSAPP coalition, Grasp Consortium, and Health Coalition.
3. Family Support Manager – The Family Support Manager will provide direct clinical support for the Clinical Case Manager and Therapeutic Mentor/Coach. The Manager will help to oversee the implementation of direct services to young people and families and work across the community to coordinate prevention efforts.
4. Therapeutic Mentor – The therapeutic mentor's role is to give guidance and support to help stabilize youth and their families. Therapeutic Mentoring offers structured, one-to-one, strength-based support services between a therapeutic mentor and a youth for the purpose of addressing communication, social, and behavioral needs. This position will serve youth and families directly involved in Juvenile Services. The position will also work to provide direct parent coaching services. Parents will set goals and receive education on development and youth mental health with the coach to improve mental

health outcomes for their youth.

5. Clinical Case Manager – The Clinical Case Manager's role is to provide direct psychoeducation and skill-based support to youth and their families that are at risk or already involved in secondary prevention or intervention services. The Clinical Case Manager will provide direct support to parents to increase parenting skills.

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A) **$214,000**

B. Fringe Benefits:
TABLE 9: FEDERAL REQUEST

	Name (2)	**Rate (3)**	**Total Salary Charged to Award (4)**	
(1) Project Director – Gunnison County	Kari Commerford	15%	$70,000	$10,500
(2) Data Analyst	John Powell.	15%	$35,000	$5,250
(3) Family Support Manager	Sarah Quinlivan	15%	$44,000	$6,600
(4) Clinical Case Manager	Megan Brown	30%	$45,000	$13,500
(5) Therapeutic Mentor	Dusty Sylvanson	10%	$20,000	$2,000
				$37,850

NARRATIVE JUSTIFICATION: Any and all fringe are required for employees. Fringe benefits are comprised of FICA, Workers Compensation, Unemployment, and Insurance/Health Insurance. The percentage is based off of the total amount of hours worked and individual vs. family plans.

FEDERAL REQUEST (enter in Section B column 1 line 6b of form SF424A) **$37,850**

C. Travel:
TABLE 11: FEDERAL REQUEST

Purpose of Travel (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
National Substance Prevention Conference/Mentoring Conference	Washington DC	Airfare	$600/flight x 4	$2,400
		Hotel	$225/night x 3 x 4	$2,700
		Per Diem (meals and incidentals)	$65 x 3x4	$780
		Registration	$300 x 4	$1200
Local Travel		Mileage	1500 miles x.58	$870
			Total	$7,950

NARRATIVE JUSTIFICATION:
Funds are requested to send two staff to the National Mentoring Conference and three staff to a National Substance Prevention (or similar training) in order to stay updated on the most recent research and evidenced-based practices. Costs are based on estimates of airfare, lodging, per diem, ground transportation. These trainings will provide valuable information, skills, and networking opportunities to assist the coalition in achieving the stated goals and objectives. Funds are also requested to cover the cost of the in-county mileage to attend meetings and events that support work of the coalition.

FEDERAL REQUEST(enter in Section B column 1 line 6c of form SF424A) **$7,950**

D. Equipment:
TABLE 13: FEDERAL REQUEST

Item(s)	Rate	Cost
None		
	Total	$0

NARRATIVE JUSTIFICATION: NONE
FEDERAL REQUEST – (enter in Section B column 1 line 6d of form SF424A) **$ 0**

E. Supplies:
TABLE 15; FEDERAL REQUEST

Item(s)	Rate	Cost

Recruitment materials –mentoring	$10/mo. X 12	$1,200
Cell Phones	$100/mo. X 12 mo.	$1,200
Copies	$200/mo. X 12 mo.	$2,400
Desktop Computer	$1500 annual x 2	$3,000
Prevention Education CBT materials	$150 x 20 youth	$3,000
Research and Data Collection materials	$500	$500
Parent Education Nights	$500 x 3	$1,500
	Total	$12,800

NARRATIVE JUSTIFICATION: Office supplies, general postage and general copies are needed to implement our strategies, develop our coalition, and maintain sustainability. Recruitment materials for Mentors will assist with providing community members with education on how to become a mentor and other printing costs. Computer costs will allow us to have two in-office computers for staff and one laptop to use when traveling or doing work in the community. Funds to support universal parent education nights on adolescent development, substance use in youth and youth mental health.

FEDERAL REQUEST – (enter in Section B column 1 line 6e of form SF424A)**$12,800**

F. Contract:

TABLE 17: FEDERAL REQUEST

Name **(1)**	**Staff** **(2)**	**Rate** **(3)**	**Cost** **(4)**
Executive Director of Mentors	Tina McGuiness	10% of $140,000	$14,000
Inspire Mentor	Graham Spriggs	50% of $50,000	$25,000
Willow Bay Counseling	Andrea Briner	$125 youth x 10 x 6 sessions	$7,500
		TOTAL	$46,500

NARRATIVE JUSTIFICATION:

The Executive Director of Mentors of oversee all deliverables from Gunnison Valley Mentors and assist in formal and every day mentoring training. The executive Director will serve on the GCSAPP coalition. This Director will also serve on the executive committee for this grant and help with decision making.

The Case Manager – Mentors will be directly in charge of recruitment, screening and training for new mentors, provide case management for formal mentoring matches, provide follow-up for Everyday Mentor presentations and develop and implement

FEDERAL REQUEST-- (enter in Section B column 1 line 6f of form SF424A) $46,500

G. Construction: **NOT ALLOWED** – NONE

H. Other: expenses not covered in any of the previous budget categories

TABLE 19: FEDERAL REQUEST

Item	Rate	Cost
Sub-free activities for youth/families	Up to 4events $1500 per event	$6,000
Evidenced-Based Parenting Programs	$5,000x3	$15,000
Total		$21,000

NARRATIVE JUSTIFICATION:
Funds are requested for Alternative activities for youth ages 9-20 to ensure safe and substance free events and spaces are offered in our community.
Funds are requested for the implementation evidenced-based parenting program 3 times per year.
FEDERAL REQUEST-- (enter in Section B column 1 line 6h of form SF424A) $21,000

TOTAL DIRECT COSTS:
FEDERAL REQUEST (enter in Section B column 1 line 6i of form SF424A) **$340,100**

TOTAL INDIRECT COSTS:

Calculations (1)	Indirect Cost Charged to the Award (2)
Organization's indirect cost rate of 10%	$34,010

FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A) **$34,010**

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs
FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) **$374,110**

TABLE 21: BUDGET SUMMARY

Category	Federal Request	Non-Federal Match	Total
Personnel	$214,000	$0	$214,000
Fringe	$37,850	$0	$37,850
Travel	$7,950	$0	$7,950
Equipment	$0	$0	$0
Supplies	$12,800	$0	$12,800
Contractual	$46,500	$0	$46,500
Other	$21,000	$0	$21,000
Total Direct Costs*	$340,100	$0	$340,100
Indirect Costs	$34,010	$0	$34,010
Total Project Costs	$374,110	$0	$374,110

Department of Health and Human Services

Substance Abuse and Mental Health Services Administration

Strategic Prevention Framework-Partnerships for Success for Communities, Local Governments, Universities, Colleges, and Tribes/Tribal Organizations

(Short Title: SPF-PFS-Communities/Tribes)

(Modified Standing Funding Announcement)

Notice of Funding Opportunity (NOFO) No. SP-23-004

Assistance Listing Number: 93.243

Key Dates and Modifications:

Application Deadline	**This NOFO will remain open for three fiscal years.** **The following are the due dates for each FY:** • **FY 2023: Applications are due by June 5, 2023 (CLOSED)** • **FY 2024: Applications are due by February 21, 2024** • **FY 2025: Applications are due by February 21, 2025** **Applications submitted by the due date will be reviewed and funding decisions will be made by the end of the FY. Applicants that do not receive funding are eligible to apply for the following fiscal year.** **Applicants are encouraged to apply early to allow adequate time to make any corrections to errors found in the application during the submission process.**
FY 2024 NOFO Modifications	**Application Due Date, Total Available Funding, Number of Awards, and Key Personnel**
Intergovernmental Review **(E.O. 12372)**	**Applicants must comply with E.O. 12372 if their state(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.**
Public Health System Impact Statement (PHSIS)/Single State Agency Coordination	**Applicants must send the PHSIS to appropriate state and local health agencies by the application deadline. Comments from the Single State Agency are due no later than 60 days after the application deadline.**

Table of Contents

EXECUTIVE SUMMARY 6

I. PROJECT DESCRIPTION 9

1. PURPOSE 9

2. KEY PERSONNEL 11

3. REQUIRED ACTIVITIES 11

4. ALLOWABLE ACTIVITIES: 13

5. DATA COLLECTION/PERFORMANCE MEASUREMENT AND PROJECT PERFORMANCE ASSESSMENT 14

6. OTHER EXPECTATIONS 16

7. RECIPIENT MEETINGS 20

II. FEDERAL AWARD INFORMATION 20

1. GENERAL INFORMATION 20

III. ELIGIBILITY INFORMATION 21

1. ELIGIBLE APPLICANTS 21

2. COST SHARING AND MATCHING REQUIREMENTS 22

3. OTHER REQUIREMENTS 22

IV. APPLICATION AND SUBMISSION INFORMATION 22

1. ADDRESS TO REQUEST APPLICATION PACKAGE 22

2. CONTENT AND FORM OF APPLICATION SUBMISSION 23

3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT 26

4. APPLICATION SUBMISSION REQUIREMENTS 26

5. FUNDING LIMITATIONS/RESTRICTIONS 27

6. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS 27

7. OTHER SUBMISSION REQUIREMENTS 28

V. APPLICATION REVIEW INFORMATION 28
1. EVALUATION CRITERIA 28
2. BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT 30
3. REVIEW AND SELECTION PROCESS 31
VI. FEDERAL AWARD ADMINISTRATION INFORMATION 32
1. FEDERAL AWARD NOTICES 32
2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS 33
3. REPORTING REQUIREMENTS 33
VII. AGENCY CONTACTS 34
Appendix A – Application and Submission Requirements 35
1. GET REGISTERED 35
2. WRITE AND COMPLETE APPLICATION 37
3. SUBMIT APPLICATION 41
4. AFTER SUBMISSION 43
Appendix B - Formatting Requirements and System Validation 46
1. SAMHSA FORMATTING REQUIREMENTS 46
2. GRANTS.GOV FORMATTING AND VALIDATION REQUIREMENTS 46
3. eRA COMMONS FORMATTING AND VALIDATION REQUIREMENTS 47
Appendix C – General Eligibility Information 52
Appendix D – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines 53
Appendix E – Developing Goals and Measurable Objectives 59
Appendix F – Developing the Plan for Data Collection and Performance Measurement 62
Appendix G – Biographical Sketches and Position Descriptions 64
Appendix H – Addressing Behavioral Health Disparities 65

Appendix I – Standard Funding Restrictions 70

Appendix J – Intergovernmental Review (E.O. 12372) Requirements..... 72

Appendix K – Administrative and National Policy 74

Appendix L – Sample Budget and Justification..... 81

EXECUTIVE SUMMARY

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP), is accepting applications for the Strategic Prevention Framework-Partnerships for Success (SPF-PFS) program. SPF-PFS is intended to continue to build the prevention capacity throughout states (SPF-PFS-States) and to strengthen the capacity of local community and Tribal prevention providers (SPF-PFS-Communities/Tribes). The purpose of this program is to help reduce the onset and progression of substance misuse and its related problems by supporting the development and delivery of community-based substance misuse prevention and mental health promotion services. The program is intended to expand and strengthen the capacity of local community prevention providers to implement evidence-based prevention programs. With this program SAMHSA aims to strengthen state and community-level prevention capacity to identify and address local substance use prevention concerns, such as underage drinking, marijuana, tobacco, electronic cigarettes, opioids, methamphetamine, and heroin. Recipients will be expected to utilize local, state, and national substance use public health data to identify underserved communities and sub-populations of focus, identify prevention priorities in their state, and develop and implement strategies to prevent the misuse of substances. In accordance with Executive Order 13985, the term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

Funding Opportunity Title:	Strategic Prevention Framework – Partnerships for Success for Communities, Local Governments, Universities, Colleges, and Tribes/Tribal Organizations (Short Title: SPF-PFS-Communities/Tribes)
Funding Opportunity Number:	SP-23-004
Due Date for Applications:	FY 2023: June 5, 2023 **(CLOSED)** **FY 2024: February 21, 2024** FY 2025: February 21, 2025 (See Section II for more information on responding to this standing funding announcement)

Estimated Total Available Funding:	FY 2023: Up to $16,500,000 **FY 2024: Up to $15,500,000** FY 2025: contingent upon SAMHSA's appropriations
Estimated Number of Awards:	FY 2023: 44 **FY 2024: 41** FY 2025: contingent upon SAMHSA's appropriations.
Estimated Award Amount:	Up to $375,000 per year per award
Cost Sharing/Match Required	No
Anticipated Project Start Date:	FY 2023: September 30, 2023 **FY 2024: September 30, 2024** FY 2025: September 30, 2025
Anticipated Award Date:	FY 2023: August 31, 2023 **FY 2024: August 31, 2024** FY 2025: August 31, 2025
Length of Project Period:	Up to five (5) years
Eligible Applicants:	Eligibility is limited to domestic public or private, non-profit entities, including community-based organizations, federally recognized tribes, tribal organizations, local governments, and institutions of higher education. [See Section III-1 for complete eligibility information.]

Authorizing Statute:	The SPF-PFS program is authorized under Section 516 of the Public Health Service Act, as amended (42 U.S.C. 290bb–22).

Be sure to check the SAMHSA website periodically for any updates on this program.

All applicants MUST be registered with NIH's eRA Commons, Grants.gov, and the System for Award Management (**SAM.gov**) **in order to submit this application.** The process could take up to six weeks**.** (See Appendix A of this NOFO for all registration requirements).

If you are not currently registered with the eRA Commons, Grants.gov, and/or SAM.gov, you MUST begin the registration process immediately. If you are already registered in these systems, please confirm your SAM registration is still active and you are able to access your Grants.gov and eRA Commons accounts.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- **The applicant organization MUST be registered in NIH's eRA Commons;**

  AND

- **The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.**

No exceptions will be made.

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

I. PROJECT DESCRIPTION

1. PURPOSE

The purpose of this program is to help reduce the onset and progression of substance misuse and its related problems by supporting the development and delivery of community-based substance misuse prevention and mental health promotion services. The program is intended to expand and strengthen the capacity of local community prevention providers to implement evidence-based prevention programs.

The SPF-PFS program is grounded in the Strategic Prevention Framework (SPF), a community engagement model grounded in public health principles, including being data-driven and focused on providing evidence-based services to underserved communities. The SPF process includes five steps (assessment, capacity, planning,

implementation, and evaluation) and two guiding principles (cultural competence and sustainability). This process offers prevention planners a comprehensive approach to understanding and addressing the substance misuse and related behavioral health problems facing their communities.

SPF-PFS recipients focus on strengthening community-level prevention capacity to identify and address local substance use prevention concerns, such as underage drinking, marijuana, tobacco, electronic cigarettes, opioids, methamphetamine, and heroin. Using local, state, and national substance use public health data, recipients will identify prevention priorities in their communities, and develop and implement strategies to prevent the misuse of substances and promote mental health and well-being among youth and adults. Recipients will utilize a data-driven approach to identify underserved communities and sub-populations of focus. In accordance with Executive Order 13985, the term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life. SAMHSA encourages award recipients to build strategic partnerships with key stakeholders, other community-based organizations, and local level agencies to expand the prevention infrastructure in their community.

Additionally, the program's aim is to provide evidence-based services to underserved communities while promoting mental health and well-being. According to the National Survey on Drug Use and Health (NSDUH), in 2021, 46.3 million people aged 12 or older (or 16.5% of this population) had a substance use disorder (SUD) in the past year, including 24.0 million who had an alcohol use disorder and 24.0 million who had a drug use disorder. In 2021, the estimates of past year SUD among people aged 12 or older was highest among American Indian or Alaska Native People (27.6%) compared to the estimates for people in all other racial/ethnic groups.

Applicants who document that more than 50 percent of their total population(s) of focus will be in underserved communities that are greatly impacted by SUD will be awarded bonus points.

To identify underserved communities and sub-populations, the following resources are available:

- National Survey on Drug Use and Health (NSDUH): https://www.samhsa.gov/data/data-we-collect/nsduh-national-survey-drug-use-and-health

- Youth Risk Behavior Surveillance System (YRBSS): https://www.cdc.gov/healthyyouth/data/yrbs/index.htm

- Behavioral Risk Factor Surveillance System (BRFSS): https://www.cdc.gov/brfss/index.html

- Monitoring the Future (MTF): https://nida.nih.gov/drug-topics/trends-statistics/monitoring-future

The aforementioned list of resources is not a definitive list of available data resources. Applicants are encouraged to utilize other data sources and studies that include categories such as sexual orientation and gender identity to identify underserved communities and sub-populations.

The SPF-PFS program is authorized under Section 516 of the Public Health Service Act, as amended.

2. KEY PERSONNEL

Key personnel are staff members who must be part of the project regardless of whether or not they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect SAMHSA's expectation of diversity, equity, and inclusion in the selection of staff.

Key Personnel for this program are the Project Director (minimum 0.5 FTE level of effort) and the Data Analyst (minimum 0.5 FTE level of effort). The Project Director is responsible for oversight of the entire project. The Data Analyst is responsible for epidemiological, data, and program analysis. The Project Director and Data Analyst cannot be the same person.

If awarded, recipients will be notified by SAMHSA about whether the individuals designated for these positions have been approved. If recipients need to replace a Key Personnel during the project period, the individual proposed for the vacant position requires prior approval by SAMHSA after a review of the credentials of the staff member and the job description.

3. REQUIRED ACTIVITIES

Required activities for community/tribal recipients are the activities that every award recipient must implement. They must be reflected in the Project Narrative of your application. This is in response to Section V of this NOFO.

Award recipients will use the Strategic Prevention Framework (SPF) to address up to three data driven community substance misuse prevention/mental health promotion priorities through the following approach.

- **Within the first 45 days, the award recipient is required to have started the implementation of the following activities:**

- To reduce areas of overlap, improve coordination, and facilitate partnership, the SPF-PFS Communities/Tribes recipients must identify points of contact with the SPF-PFS State recipients (SP-23-003).
- Work in conjunction with the SPF-PFS Communities/Tribes recipients to establish a plan for regular communications and engagement to ensure the coordination of efforts, address gaps in prevention, improve networking relationships, and promote partnerships within and across communities.
  [**Note**: This activity is only applicable for award recipients in which the State is also a FY 2024 SPF-PFS award recipient.]

- **Within the first 90 days the award recipient is required to have started the implementation of the following activities:**

  Assessment
  - Assess, collect, and Identify data sources and gaps in the data specific to the prevention landscape in the community.
  - Using up-to-date public health data, identify substance use concerns that are having negative consequences in the community, including identifying sub-populations that may be at greater risk and/or are underserved by existing prevention services.
  - Assess what risk factors might be mitigated or what protective factors might be strengthened.
  - Estimate the potential impact of prevention initiatives.
  - The assessment is to be submitted with the second quarterly report.

- **Within the first 180 days, the award recipient is required to have started the implementation of the following activities:**

  Capacity
  - Identify and engage local partners and resources that may contribute to reducing risks or increasing protective factors.
  - Connect and engage with the Prevention Technology Transfer Center (PTTC).
  - Partner with the SPF-PFS State award recipient, if applicable, and other community partners to readily identify areas of duplication and overlap to ensure appropriate distribution and allocation of resources, skills, and efforts.
  - Develop and strengthen prevention resources, which may include a variety of community members and stakeholders who are well positioned to deliver substance misuse prevention and mental health promotion services.

- Build or strengthen existing community structures that can provide input, oversee, and sustain prevention initiatives.

Planning

- Include regular engagement with SPF-PFS State award recipients, if applicable, as well as community partners to strengthen and inform planning efforts at the community level.
- Develop an implementation plan to reduce risks and enhance protective factors in the community. The implementation plan is to be submitted with the second quarterly report.
- Establish processes to continually review and revise the plan, making it an adaptable "living document" that can respond to changes occurring during implementation.
- Include the integration of evidence-based prevention interventions as part of the planning. Some interventions may require some modifications to fit the specific needs of your community.
- A strategic plan is to be submitted with the fourth quarterly report.

Implementation

- Institute regular engagement with SPF-PFS State award recipients, if applicable, as well as community partners during implementation to ensure supports are in place to help ensure success and to make needed adjustments given changing landscapes
- Begin delivering prevention services within the first 6 months of the program.
- Continually monitor program implementation through locally driven feedback mechanisms and be prepared to modify programs as needed.

Evaluation

- Ensure that your goals and objectives are reflective of the intended outcomes described for your community.
- Establish impact measures tied to the original problem that you plan to address that can be monitored on an annual basis.
- Share results with the SPF-PFS State award recipients, if applicable, and other community stakeholders to build upon successes and promote solutions for challenges.
- The evaluation plan is to be submitted with the second quarterly report.

4. ALLOWABLE ACTIVITIES:

Allowable activities are an allowable use of funds but are not required. Allowable activities may include:

- Identify and collaborate with entities serving the selected communities and populations, such as substance use disorder treatment providers, recovery community organizations, local harm reduction coalitions, emergency medical services agencies (e.g., 988/Local Crisis Call Center), departments of justice, child protective agencies, mental health agencies, and organizations serving underserved youth. To identify underserved communities and sub-populations, the following resources are available: National Survey on Drug Use and Health (NSDUH), Youth Risk Behavior Surveillance System (YRBSS), Behavioral Risk Factor Surveillance System (BRFSS), and Monitoring the Future (MTF). In addition, you may use other surveys (e.g., the U.S. Transgender Survey) or published studies to identify sub-populations (e.g., *Sexual Orientation Disparities in Substance Use: Investigating Social Stress Mechanisms in a National Sample*, American Journal of Preventative Medicine, Volume 58, Issue 1, January 2020, Pages 59-68).

5. DATA COLLECTION/PERFORMANCE MEASUREMENT AND PROJECT PERFORMANCE ASSESSMENT

Data Collection/Performance Measurement

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. You must document your plan for data collection and reporting in your Project Narrative in response to Section E: Data Collection and Performance Measurement of Section V of this NOFO.

Recipients are required to report performance including the following measures:

- Number of people served and/or reached by Institute of Medicine (IOM) category (universal, selected, indicated), six strategies (found at https://www.samhsa.gov/grants/block-grants/sabg) and demographic group.

Annual Targets:

- Community prevention messaging and outreach:
  - Planned community prevention messaging and outreach activities
  - Estimated number of individuals **planned** to be **reached** with community prevention messaging and outreach
  - Estimated demographics of individuals **planned** to be **reached** with community prevention messaging and outreach
- Individual and small group prevention services (including mental health promotion services):
  - Planned individual and small group prevention services
  - Estimated number of individuals **planned** to be **reached** with individual and small group prevention services

- Estimated demographics of individuals **planned** to be **reached** with individual and small group prevention services

Quarterly Inputs:

- Community prevention messaging and outreach:
  - Community prevention messaging and outreach activities implemented
  - Number of individuals **reached** with community prevention messaging and outreach
  - Demographics of individuals **reached** with community prevention messaging and outreach
- Individual and small group prevention services (including mental health promotion services):
  - Individual and small group prevention services implemented
  - Number of individuals **reached** with individual and small group prevention services
- Demographics of individuals **reached** with individual and small group prevention services

Annual Impact Reporting:

- Applicants will identify up to three community-level prevention priorities to address. For each priority, recipients will need to develop an impact reporting model which links the program/activity inputs described above to community level impact. This reporting model must include, at a minimum, the following for each priority area:
  - Intervening variable – Risk Factor Reduction – Survey data measuring the knowledge, attitudes, and perceptions of the target audience the program is planning to reach. This may include perception of parental or peer disapproval, attitudes, or the perceived risk/harm of substance use.
  - Intervening variable – Protective Factor Promotion – Survey and other data tracking uptake or increases in protective factors, such as participation in after school activities, family communications, etc.
  - Consumption or Behavior Variable – Survey data measuring the actual behavior of the target audience. This most commonly is measured by past 30-day usage of a particular substance or set of substances, but may also include quantity of consumption (e.g., binge drinking) or other similar variables, based on the particular prevention priority.
  - Consequence Variable – Survey data, or data from external data sources showing the impact at a community level, including substance use related crime, hospitalizations, accidents, or school discipline.

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); access will be provided upon award.

Additional information about SPARS can be found at https://spars.samhsa.gov/sites/default/files/2022-06/DSPMRT_508.pdf**.** Data will be collected quarterly and submitted quarterly through SPARS within 30 days of the end of each reporting period. Technical assistance related to data collection and reporting will be offered.

The collection of these data enables SAMHSA to report on key outcome measures relating to the program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, service use, and outcomes nationwide.

Performance data will be reported to the public as part of SAMHSA's Congressional Budget Justification.

An evaluation may be required to build the evidence base for this program. Recipients may be required to participate fully in all aspects of the cross-site evaluation. This may include collection of additional client-level data and participation of sub-recipients. Details on the evaluation, including type of evaluation and research questions, will be provided upon award.

Project Performance Assessment

In addition, recipients are required to report on their progress addressing the goals and objectives identified in your Project Narrative. Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their project. The project performance assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project.

Performance assessments should be used to determine whether your project is having/will have the intended impact on behavioral health disparities. Recipients should also review the behavioral health Disparities Impact Statement they submitted in the first two months of the award. See Section VI.3 for information on required progress reports.

Note: See Appendix E and Appendix F of this NOFO for more information on responding to this section.

6. OTHER EXPECTATIONS

SAMHSA Values That Promote Positive Behavioral Health

SAMHSA expects recipients to use funds to implement high quality programs, practices, and policies that are recovery-oriented, trauma-informed, and equity-based as a means of improving behavioral health.[1]

Recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Recovery-oriented recipients promote partnerships with people in recovery from mental and substance use disorders and their family members to guide the behavioral health system and promote individual, program, and system-level approaches that foster: *Health*—managing one's illnesses or symptoms and making informed healthy choices that support physical and emotional wellbeing; *Home*—a stable and safe place to live; *Purpose*—meaningful daily activities such as a job or school; and *Community*—supportive relationships with families, friends and peers. Recovery-oriented systems of care embrace recovery as: emerging from hope; person-driven; occurring via many pathways; holistic; supported by peers and allies; culturally-based and influenced; supported through relationship and social networks; involving individual, family, and community strengths and responsibility; supported by addressing trauma; and based on respect.

Trauma-informed Approaches recognize and intentionally respond to the lasting adverse effects of experiencing traumatic events. A trauma-informed approach is defined through six key principles:

- *Safety*: participants and staff feel physically and psychologically safe;
- *Peer support:* peer support and mutual self-help are key as vehicles for establishing safety and hope, building trust, enhancing collaboration, and utilizing their lived experience to promote recovery and healing;
- *Trustworthiness and Transparency*: organizational decisions are conducted to build and maintain trust with participants and staff;
- C*ollaboration and Mutuality:* importance is placed on partnering and leveling power differences between staff and service participants;
- *Cultural, Historical, & Gender Issues*: culture and gender-responsive services are offered while moving beyond stereotypes/biases;

[1] "Behavioral health" means the promotion of mental health, resilience and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

- *Empowerment, Voice, and Choice*: organizations foster a belief in the primacy of the people who are served to heal and promote recovery from trauma.[2]

It is critical recipients promote the linkage to recovery and resilience for those individuals and families impacted by trauma.

Behavioral health equity is the right to access high-quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. By improving access to behavioral health care, promoting quality behavioral health programs and practice, and reducing persistent disparities in mental health and substance use services for underserved populations and communities, recipients can ensure that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with promoting access to high quality services, behavioral health disparities can be further mitigated by addressing social determinants of health, such as social exclusion, unemployment, adverse childhood experiences, and food and housing insecurity.

Language Access Provision. Per Title VI of the Civil Rights Act of 1964, recipients of Federal financial assistance must take reasonable steps to make their programs, services, and activities accessible by eligible persons with limited English proficiency. Recipients must administer their programs in compliance with Federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). (See Appendix K)

Behavioral Health Disparities

If your application is funded, you will be expected to develop a behavioral health Disparity Impact Statement (DIS) no later than 60 days after your award. (See Appendix H –Addressing Behavioral Health Disparities). Progress and evaluation of DIS activities will be reported in annual progress reports (see Section VI.3 Reporting Requirements).

The DIS is a data-driven, quality improvement approach to advance equity for all, and to identify racial, ethnic, sexual and gender minority, and rural populations at highest risk for experiencing behavioral health disparities as part of their projects. The purpose of the DIS is for recipients to identify and address health disparities and to develop and

[2] https://ncsacw.samhsa.gov/userfiles/files/SAMHSA_Trauma.pdf

implement an action plan with a disparity reduction, quality improvement process to close the identified gap(s). The aim is to achieve targeted behavioral health equity for disparate populations and improve systems.

The behavioral health disparity impact statement is in alignment with the expectations related to Executive Order 13985 "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government."

Tribal Behavioral Health Agenda

SAMHSA, working with tribes, the Indian Health Service, and National Indian Health Board developed the first collaborative National Tribal Behavioral Health Agenda (TBHA). Tribal applicants are encouraged to briefly cite the applicable TBHA foundational element(s), priority(ies), and strategies that are addressed by their application. The TBHA can be accessed at http://nihb.org/docs/12052016/FINAL%20TBHA%2012-4-16.pdf.

Tobacco and Nicotine-Free Policy

SAMHSA strongly encourages all recipients to adopt a tobacco/nicotine inhalation (vaping) product-free facility/grounds policy and to promote abstinence from all tobacco products (except in regard to accepted tribal traditions and practices).

Reimbursements for the Provision of Services

Recipients must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are responsible for making the determination of affordability and insurance coverage and must have policies and procedures in place to address these areas. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

Behavioral Health for Military Service Members and Veterans

SAMHSA encourages all recipients to address the behavioral health needs of active-duty military service members, returning veterans, and military families in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

Behavioral Health for Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, and Intersex (LGBTQI+) Individuals

In line with the Executive Order on Advancing Equality for Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Individuals and the behavioral health disparities that the LGBTQI+ population face, SAMHSA encourages all recipients to address the behavioral health needs of the LGBTQI+ population in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

7. RECIPIENT MEETINGS

Recipient meetings will be held virtually and recipients are expected to fully participate in these meetings. If SAMHSA elects to hold an in-person meeting, budget revisions may be permitted.

II. FEDERAL AWARD INFORMATION

1. GENERAL INFORMATION

Funding Mechanism:	Grant Award
Estimated Total Available Funding:	FY 2023: Up to $16,500,000 (CLOSED) **FY 2024: Up to $15,500,000** FY 2025: contingent upon SAMHSA's appropriations
Estimated Number of Awards:	FY 2023: 44 **FY 2024: 41** FY 2025: contingent upon SAMHSA's appropriations.
Estimated Award Amount:	Up to $375,000 per year per award
Length of Project Period:	Up to 5 years
Anticipated Start Date	FY 2023: September 30, 2023 **FY 2024: September 30, 2024** FY 2025: September 30, 2025

Proposed budgets cannot exceed $375,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

This NOFO is being issued as a standing funding announcement. If your application is not received by **11:59 PM Eastern Time (ET), February 21, 2024**, you must resubmit an application when the NOFO is posted in FY 2025.

FY 2024 and FY 2025 funding estimates are contingent upon SAMHSA's appropriation.

III. ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

Eligibility is limited to domestic public or private non-profit entities, including community-based organizations, federally recognized tribes, tribal organizations, local governments, and institutions of higher education. For example:

- Governmental units within political subdivisions of a state, such as a county, city, or town
- Federally recognized American Indian/Alaska Native (AI/AN) tribes, tribal organizations, Urban Indian Organizations, and consortia of tribes or tribal organizations
- Public or private universities and colleges
- Community- and faith-based organizations

Tribal organization means the recognized body of any AI/AN tribe; any legally established organization of AI/ANs which is controlled, sanctioned, or chartered by such governing body, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of AI/ANs in all phases of its activities. Consortia of tribes or tribal organizations are eligible to apply, but each participating entity must indicate its approval. A single tribe in the consortium must be the legal applicant, the recipient of the award, and the entity legally responsible for satisfying the award requirements.

Urban Indian Organization (UIO) (as identified by the Indian Health Service Office of Urban Indian Health Programs through active Title V awards/contracts) means a non-profit corporate body situated in an urban center governed by an urban Indian-controlled board of directors, and providing for the maximum participation of all interested Individuals and groups, which body is capable of legally cooperating with other public

and private entities for the purpose of performing the activities described in 503(a) of 25 U .S.C. § 1603. UIOs are not tribes or tribal governments and do not have the same consultation rights or trust relationship with the federal government.

FY 2023: Entities that received SPF-PFS funding under SP-19-004, SP-20-002 (in FY 2020 or FY 2021), or SP-22-004 are not eligible to apply. In addition, entities that received SPF-PFS funding under SP-19-004, SP-20-002 (in FY 2020 or FY 2021), or SP-22-004 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).

FY 2024: Entities that received funding under SP-20-002 (in FY 2020 or FY 2021), SP-22-004, or SP-23-004 are not eligible to apply. In addition, entities that received SPF-PFS funding under SP-20-002 (in FY 2020 or FY 2021), SP-22-004, or SP-23-004 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).

FY 2025: Entities that received funding under SP-20-002 in FY 2021, SP-22-004, or SP-23-004 in FY 2023 or FY 2024 are not eligible to apply. In addition, entities that received SPF-PFS funding under SP-20-002 in FY 2021, SP-22-004, or SP-23-004 in FY 2023 or FY 2024 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).

All non-profit entities must submit documentation of their non-profit status in **Attachment 8** of your application.

It is recommended that you review the information on eligibility in Appendix C of this NOFO.

2. COST SHARING AND MATCHING REQUIREMENTS

Cost sharing/match is not required in this program.

3. OTHER REQUIREMENTS

- The Project Narrative must not exceed 10 pages. If the Project Narrative is over 10 pages, the application will not be considered for review.

IV. APPLICATION AND SUBMISSION INFORMATION

1. ADDRESS TO REQUEST APPLICATION PACKAGE

The application forms package specific to this funding opportunity can be accessed through Grants.gov Workspace or eRA ASSIST. Due to difficulties with internet access, SAMHSA understands that applicants may need to request paper copies of materials, including forms and required documents. See Appendix A for more information obtaining an application package.

2. CONTENT AND FORM OF APPLICATION SUBMISSION

REQUIRED APPLICATION COMPONENTS:

The standard and supporting documents that must be submitted with the application are outlined below and in Appendix A - 2.2 Required Application Components of this NOFO.

All files uploaded as part of the application must be in Adobe PDF file format. See Appendix B of this NOFO for formatting and validation requirements.

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance. See Appendix A - 3.2 Waiver of Electronic Submission of this NOFO.

- **SF-424** – Fill out all Sections of the SF-424.
  - In **Line #4** (i.e., Applicant Identifier), input the Commons Username of the PD/PI.
  - In **Line #17** input the following information: (Proposed Project Date: a. Start Date: 9/30/2024; b. End Date: 9/29/2029).

  New applicants should review the sample of a completed SF-424.

- **SF-424A BUDGET INFORMATION FORM –** Fill out all Sections of the SF-424A using the instructions below. **The totals in Sections A, B, and D must match.**

  - **Section A –** Budget Summary: If cost sharing/match is **not required**, use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the **first year** of your project only. If cost sharing/match **is required**, use the **second row** (Line 2) to report the total non-federal funds (f) for the **first year** of your project only.

  - **Section B** – Budget Categories: If cost sharing/match is **not required**, use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the **first year** of your project only. If cost sharing/match is required, you must use the second column (Column 2) to report the budget category breakouts for the **first year** of your project only.

  - **Section C –**If cost sharing/match is **not required** leave this section blank. If cost sharing/match **is required** use the second row (line 9) to report non-federal match for the **first year** only.

- **Section D** – Forecasted Cash Needs: Input the total funds requested, broken down by quarter, only for **Year 1** of the project period. Use the first row for federal funds and the second row (Line 14) for **non-federal** funds.

- **Section E** – Budget Estimates of Federal Funds Needed for the Balance of the Project: Enter the total funds requested for the out years (e.g., Year 2, Year 3, Year 4, and Year 5). For example, if you are requesting funds for five years in total, enter the requested budget amount for each budget period in columns b, c, d, and e (i.e., 4 out years). - (b) First column is the budget for the second budget period; (c) Second column is the budget for the third budget period; (d) Third column is the budget for the fourth budget period; (e) Fourth column is the budget for the fifth budget period. Use Line 16 for federal funds and Line 17 for non-federal funds.

See Appendix B of this NOFO to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

The following pdf is a sample of a completed SF-424A form:

- Sample SF-424A (No Match Required)

See Appendix L for information on the SAMHSA Budget Template. **It is highly recommended that you use the template.**

- **PROJECT NARRATIVE** – **(Maximum 10 pages total)**
  The Project Narrative describes your project. It consists of Sections A through E. (Remember that if your Project Narrative starts on page 5 and ends on page 15, it is 11 pages long, not 10 pages.) More detailed instructions for completing each section of the Project Narrative are provided in Section V – Application Review Information.

- **BUDGET JUSTIFICATION AND NARRATIVE** –
  The budget justification and narrative must be submitted as a file entitled "BNF" (Budget Narrative Form) when you submit your application into Grants.gov. (See Appendix A – 2.2 Required Application Components.)

- **ATTACHMENTS 1 THROUGH 8**

  Use only the attachments listed below. If your application includes any attachments not required in this document, they will be disregarded.

Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

Label the attachments as: Attachment 1, Attachment 2, etc. (Use the Other Attachments Form if applying with Grants.gov Workspace or Other Narrative Attachments if applying with eRA ASSIST.)

- ***Attachment 1: Letters of Commitment***
  Letter of Commitment from organizations that will be partnering in the project. (Do not include any letters of support. Reviewers will not consider them if you do.)

- ***Attachment 2: Data Collection Instruments/Interview Protocols***
  If you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment 2.

- ***Attachment 3: Sample Consent Forms***
  Forms to be submitted include, as appropriate, sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information.

- ***Attachment 4: Project Timeline***
  This attachment is scored by reviewers. Maximum of 2 pages. See instructions in Section V, B.3 of this NOFO.

- ***Attachment 5: Biographical Sketches and Position Descriptions***
  See Appendix G of this NOFO for information on completing biographical sketches and job descriptions. Position descriptions should be no longer than one page each and biographical sketches should be two pages or less.

- ***Attachment 6: Letter to the Single State Agency (SSA)***
  See Appendix J of this NOFO – Intergovernmental Review (E.O. 12372) Requirements.

- ***Attachment 7: Confidentiality and SAMHSA Participant Protection/ Human Subjects Guidelines***
  This attachment is in response to Appendix D of this NOFO and is **a required attachment.**

- ***Attachment 8: Documentation of Non-Profit Status.***
  All non-profit entities must submit documentation of their non-profit status. Any of the following is acceptable documentation:
  - A reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
  - A copy of a currently valid IRS tax exemption certificate.
  - A statement from a State taxing body, State Attorney General, or other appropriate State Official certifying that the applicant organization has a non-profit status and that none of the net earnings accrue to any private shareholders or individuals.
  - A certified copy of the organization's certificate of incorporation or similar document that establishes non-profit status.
  - Any of the above proof for a State or national parent organization and a statement signed by the parent organization that the applicant organization is a local non-profit affiliate.

3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

See Appendix A for information about the three registration processes that must be completed including obtaining a Unique Entity Identifier and registering with the System for Award Management (SAM). You must continue to maintain an active SAM registration with current information during the time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)).

4. APPLICATION SUBMISSION REQUIREMENTS

Applications are due by **11:59 PM** (Eastern Time) on the following dates for each fiscal year:

- FY 2023: June 5, 2023 **(CLOSED)**
- **FY 2024: February 21, 2024**
- FY 2025: February 21, 2025

If you have been granted permission to submit a paper copy, the application must Be received by the above date. See Appendix A of this NOFO for information on how to apply.

All applicants MUST be registered with NIH's eRA Commons, Grants.gov, and the System for Award Management (**SAM.gov**) **in order to submit this**

application. The process could take up to six weeks**.** (See Appendix A of this NOFO for all registration requirements).

If you are not currently registered with the eRA Commons, Grants.gov, and/or SAM.gov, you MUST begin the registration process immediately. If you are already registered in these systems, please confirm your SAM registration is still active and you are able to access your Grants.gov and eRA Commons accounts.

WARNING: BY THE DEADLINE FOR THIS NOFO YOU MUST HAVE SUCCESSFULLY COMPLETED THE FOLLOWING TO SUBMIT AN APPLICATION:

- **The applicant organization MUST be registered in NIH's eRA Commons;**

  AND

- **The Project Director MUST have an active eRA Commons account (with the PI role) affiliated with the organization in eRA Commons.**

No exceptions will be made.

DO NOT WAIT UNTIL THE LAST MINUTE TO SUBMIT THE APPLICATION. If you wait until the last minute, there is a strong possibility that the application will not be received without errors by the deadline.

5. FUNDING LIMITATIONS/RESTRICTIONS

The funding restrictions for this project are as follows. Be sure to identify these expenses in your proposed budget.

- No more than 20 percent of the total award for the budget period may be used for data collection, performance measurement, and performance assessment.

SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix I – Standard Funding Restrictions.

6. INTERGOVERNMENTAL REVIEW (E.O. 12372) REQUIREMENTS

All SAMHSA programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (HHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered

programs. See Appendix J for additional information on these requirements as well as requirements for the Public Health System Impact Statement (PHSIS).

7. OTHER SUBMISSION REQUIREMENTS

See Appendix A for specific information about submitting your application.

V. APPLICATION REVIEW INFORMATION

1. EVALUATION CRITERIA

The Project Narrative describes what you intend to do with your project and includes the Evaluation Criteria in Sections A-E below. Your application will be reviewed and scored according to your response to the requirements in Sections A-E.

In developing the Project Narrative section of your application, use these instructions, which have been tailored to this program.

- The Project Narrative (Sections A-E) together may be no longer than **10 pages**.
- You must use the five sections/headings listed below in developing your Project Narrative. **You must indicate the Section letter and number in your response, i.e., type "A-1", "A-2", etc., before your response to each question.** You do not need to type the full criterion in each section. You only need to include the letter and number of the criterion. You may not combine two or more questions or refer to another section of the Project Narrative in your response, such as indicating that the response for B.2 is in C.1. **Only information included in the appropriate numbered question will be considered by reviewers.** Your application will be scored according to how well you address the requirements for each section of the Project Narrative.
- The number of points after each heading is the maximum number of points a review committee may assign to that section of your Project Narrative. Although scoring weights are not assigned to individual bullets, each bullet is assessed in deriving the overall Section score.
- Any cost-sharing proposed in your application will not be a factor in the evaluation of your response to the Evaluation Criteria.

SECTION A: Population of Focus and Statement of Need (25 points – approximately 2½ pages)

1. Identify and describe the proposed geographic catchment area where the project will be implemented and the population(s) that will be impacted by the

infrastructure development in the targeted systems or agencies. Provide a demographic profile of the population of focus in the catchment area in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status.

2. Document the need to help reduce the onset and progression of substance misuse and its related problems by supporting the development and delivery of community-based substance misuse prevention and mental health promotion services in the proposed catchment area. Include information on the service gaps and other problems related to the need for infrastructure development. Identify the source of the data.

SECTION B: Bonus Points for Providing Services to Priority Populations (10 points – approximately ½ page)

An additional 10 points will be given to applicants with more than 50 percent of their total population(s) of focus in underserved communities that are greatly impacted by SUD. Underserved communities are defined under section 2 of Executive Order 13985. To receive the bonus points, you must provide documentation of the percentage of your population(s) of focus, individually or collectively, that are in underserved communities greatly impacted by SUD. Provide the percent of each underserved community within the geographic catchment area for your project.

SECTION C: Proposed Implementation Approach (30 points – approximately 5 pages not including Attachment 4 – Project Timeline)

1. Describe the goals and measurable objectives (see Appendix E) of your proposed project and align them with the Statement of Need outlined in A.2.

2. Describe how you will implement the Required Activities as stated in Section I.

3. In **Attachment 4**, provide a chart or graph depicting a realistic timeline for the entire 5 years of the project period showing dates, key activities, and responsible staff. These key activities must include the requirements outlined in Section I. **The timeline cannot be over two pages and should be submitted in Attachment 4.** The recommendation of pages for this section does not include the timeline.

SECTION D: Staff and Organizational Experience (20 points – approximately 1 page)

1. Describe the experience of your organization with reducing the onset and progression of substance misuse and its related problems by supporting the development and delivery of community-based substance misuse prevention and mental health promotion services and similar projects to the population(s) of focus. Identify any other organization(s) that will partner in the proposed project. Describe their specific roles and responsibilities in this project. If applicable, Letters of Commitment from each partner must be included in **Attachment 1** of your application. If you are not partnering with any other organization(s), indicate so in your response.

2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director, Data Analyst) and other significant personnel. For each staff member describe their:
    - Role,
    - Level of Effort, and
    - Qualifications, including their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).

SECTION E: Data Collection and Performance Measurement (15 points – approximately 1 page)

1. Provide specific information about your how you will collect the required data for this program and how such data will be utilized to manage, monitor, and enhance the program (See Appendix F). Describe your quality improvement efforts and explain how you will use the data to address your identified behavioral health disparity(ies) and close the gap(s).

2. BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT (Other federal and non-federal sources)

You must provide a narrative justification of the items included in your proposed budget. You must also provide a narrative description of existing resources and other support you expect to receive for the proposed project as a result of cost matching. Other support is defined as funds or resources, non-federal, or institutional, in direct support of activities through fellowships, gifts, prizes, in-kind contributions, or non-federal means. (This should correspond to Item #18 on your SF-424, Estimated Funding.) Other sources of funds may be used for unallowable costs, e.g., meals, sporting events, entertainment.

Although a non-federal share may not be required, if an applicant proposes non-federal resources in their budget, they will be held to submission of the non-federal resources.

These must be reported on the financial reports. If recipients fail to meet their proposed amount or percentage, that could be grounds for a cost disallowance.

See Appendix L for information on the SAMHSA Budget Template. **It is highly recommended that you use the template.** Your proposed budget must reflect the funding limitations/restrictions specified in Section IV-5. **Specifically identify the items associated with these costs in your budget**.

3. REVIEW AND SELECTION PROCESS

The Project Narratives of SAMHSA applications are peer-reviewed according to the evaluation criteria listed above.

Decisions to fund an award are based on:

The strengths and weaknesses of the application as identified by peer reviewers. The results of the peer review are advisory in nature.

The program office and approving official make the final determination for funding based on the following:

- When the individual award is over $250,000, approval by the Center for Substance Abuse Prevention National Advisory Council;

- Availability of funds;

- FY 2023: Entities that received SPF-PFS funding under SP-19-004, SP-20-002 (in FY 2020 or FY 2021), or SP-22-004 are not eligible to apply. Entities that received SPF-PFS funding under SP-19-004, SP-20-002 (in FY 2020 or FY 2021), or SP-22-004 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).

- **FY 2024: Entities that received funding under SP-20-002 (in FY 2020 or FY 2021), SP-22-004, or SP-23-004 are not eligible to apply. In addition, entities that received SPF-PFS funding under SP-20-002 (in FY 2020 or FY 2021), SP-22-004, or SP-23-004 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).**

- FY 2025: Entities that received funding under SP-20-002 in FY 2021, SP-22-004, SP-23-004 in FY 2023 or FY 2024 are not eligible to apply. In addition, entities that received SPF-PFS funding under SP-20-002 in FY 2021, SP-22-004, or SP-23-004 in FY 2023 or FY 2024 are not eligible to be a subrecipient under SPF-PFS-States (SP-23-003).

- SAMHSA may select awards for funding that best reach underserved communities and/or populations

- Submission of any required documentation that must be submitted prior to making an award.

- SAMHSA is required to review and consider any Responsibility/Qualification (R/Q) information about your organization located in SAM.gov In accordance with 45 CFR 75.212, SAMHSA reserves the right not to make an award to an entity if that entity does not meet the minimum qualification standards as described in section 75.205(a)(2). If SAMHSA chooses not to award a fundable application in accordance with 45 CFR 75.205(a)(2), SAMHSA must report that determination to the designated integrity and performance system accessible through the System for Award Management (SAM) [currently, the Contractor Performance Assessment Reporting System (CPARS)]. You may review and comment on any information about your organization that a federal awarding agency previously entered. SAMHSA will consider your comments, in addition to other information in R/Q in making a judgment about your organization's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed as described in 45 CFR 75.205 HHS Awarding Agency Review of Risk Posed by Applicants.

VI. FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

You will receive an email from SAMHSA, via NIH's eRA Commons, that will describe the process for how you can view the general results of the review of your application, including the score that your application received.

If your application is approved for funding, a Notice of Award (NoA) will be emailed to the following: 1) the BO's email address identified in the Authorized Representative section email field on page 3 of the SF-424; and 2) the email associated with the Commons account for the Project Director (section 8 Item f on page 1 of the SF-424). Hard copies of the NoA will no longer be mailed via postal service. The NoA is the sole obligating document that allows you to receive federal funding for work on the project. Information about what is included in the NoA can be found at: https://www.samhsa.gov/grants/grants-management/notice-award-noa.

If your application is not funded, you will receive a notification from SAMHSA, via NIH's eRA Commons.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website - . https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions. See Appendix K for specific information about administrative and national policy requirements.

3. REPORTING REQUIREMENTS

You will be required to submit a quarterly progress report on project performance within 30 days of the end of each reporting period. The report must discuss:

- Progress achieved in the project which should include qualitative and quantitative data (GPRA) to demonstrate programmatic progress to include updates on required activities, successes, challenges, and changes or adjustments that have been made to the project.
- Progress addressing quality care of underserved populations related to the Disparity Impact Statement (DIS);
- Barriers encountered, including challenges serving populations of focus;
- Efforts to overcome these barriers;
- Evaluation activities for tracking DIS efforts; and
- A revised quality improvement plan if the DIS does not meet quality of care requirements as stated in the DIS.

Recipients will also report annually on the impact of their programs, as measured by surveys and external data sources. The report is due within 30 days of the end of each budget period.

In addition, the assessment, implementation plan, and evaluation plan is due with the second quarterly report. The strategic plan is due with the fourth quarterly report.

A final performance report must be submitted within 120 days after the end of the project period. The final performance report must be cumulative and report on all award activities during the entire project period.

Management of Award:

Successful applicants must also comply with the following standard grants management reporting requirements at https://www.samhsa.gov/grants/grants-management/reporting-requirements, unless otherwise noted in the NOFO or NoA.

VII. AGENCY CONTACTS

For program and eligibility questions contact:

Fred Volpe
Center for Substance Abuse Prevention
Substance Abuse and Mental Health Services Administration
(240) 276-2593
CSAP.DPP@SAMHSA.hhs.gov

Alexandria Washington
Center for Substance Abuse Prevention
Substance Abuse and Mental Health Services Administration
(240) 276-1790
CSAP.DPP@SAMHSA.hhs.gov

For fiscal/budget questions contact:

Office of Financial Resources, Division of Grants Management
Substance Abuse and Mental Health Services Administration
(240) 276-1940
FOACSAP@samhsa.hhs.gov

For review process and application status questions contact:

Angela Houde
Office of Financial Resources, Division of Grant Review
Substance Abuse and Mental Health Services Administration
(240) 276-1091
Angela.houde@samhsa.hhs.gov

Appendix A – Application and Submission Requirements

1. GET REGISTERED

You are required to complete three **(3) registration processes:**

1. System for Award Management (SAM);
2. Grants.gov; and
3. eRA Commons.

If you have already completed registrations for SAM and Grants.gov, you need to ensure that your accounts are still active, and then register in **eRA Commons (see 1.3)**.

You must register in eRA Commons and receive a Commons Username in order to have access to electronic submission, receive notifications on the status of your application, and retrieve award information.

WARNING: If your organization is not registered and does not have an active eRA Commons PI/PD account by the deadline, the application will not be accepted. No exceptions will be made.

1.1 System for Award Management Registration

You must register your organization with the System for Award Management (SAM). A Unique Entity Identifier (UEI) will be assigned as part of the registration process. (The UEI replaced the Dun and Bradstreet Number (DUNS Number). If your organization is currently registered in SAM.gov, the UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity Identifier is currently located below the DUNS Number on your entity registration record. You must be signed in to your SAM.gov account to view entity records.

You must continue to maintain active SAM registration with current information during the period of time your organization has an active federal award or an application under consideration by an agency (unless you are an individual or federal agency that is exempted from those requirements under 2 CFR § 25.110(b) or (c), has an exception approved by the agency under 2 CFR § 25.110(d)). To create a SAM user account, Register/Update your account, and/or Search Records, go to https://www.sam.gov. It takes 7-10 business days for a new SAM entity registration to become active.

It is important to initiate this process well before the application deadline. You will receive an email alerting you when your registration is active.

It is also highly recommended that you renew your account prior to the expiration date. **SAM information must be active and up-to-date and should be updated at least every 12 months to remain active (for both recipients and sub-recipients).** Once you update your record in SAM, **it will take 48 to 72 hours to complete the validation** processes. **Grants.gov rejects electronic submissions from applicants with expired registrations.**

If your SAM account expires, the renewal process requires the same validation with IRS and DoD (Cage Code) as required for a new account.

1.2 Grants.gov Registration

Grants.gov is an online portal for submitting federal award applications. It requires a one-time registration to submit applications. eRA Commons registration is separate but can be done concurrently. You can register to obtain a Grants.gov username and password at http://www.grants.gov/web/grants/register.html.

If you have already completed Grants.gov registration and ensured your **Grants.gov and SAM accounts are up-to-date and/or renewed**, go to the eRA Commons registration steps noted below. If this is your first time submitting an application through Grants.gov, registration information can be found at the Grants.gov "Applicants" tab.

The person submitting your application must be properly registered with Grants.gov as the Authorized Organization Representative (AOR) for the specific UEI number cited on the SF-424 (first page). See the Organization Registration User Guide for details at the following Grants.gov link: http://www.grants.gov/web/grants/applicants/organization-registration.html.

1.3 eRA Commons Registration

eRA Commons is an online data platform managed by NIH that allows applicants, award recipients, and federal staff to securely share, manage, and process award-related information. It is strongly recommended that you start the eRA Commons registration process **at least six (6) weeks** prior to the application due date. Organizations applying for SAMHSA funding must register in eRA Commons. This is a one-time registration separate from Grants.gov registration. Note: Grants.gov and eRA Commons Registration may occur concurrently. In addition to the organization registration, the Business Official (BO) named in the Authorized Representative section field on page 3 of the SF-424 and the Project Director details entered in the Applicant Information item f on page 1 of the SF-424 (Name and contact information of the person to be contacted on matters involving this application) must have accounts in eRA Commons and receive a Commons ID in order to have access to electronic submission and retrieval of application/award information. **If your organization is not registered**

and does not have an active eRA Commons PI account by the deadline, the application will not be accepted.

For organizations registering with eRA Commons for the first time, the BO named in the Authorized Representative section of the SF-424 must complete the Register Institution online process. Instructions on how to complete the online Institution Registration Form are provided on the Register in eRA Commons page.

[Note: You must have a valid and verifiable UEI number to complete the eRA Commons registration.]

After the BO named as the Authorized Representative completes the online Institution Registration Form and clicks Submit, the eRA Commons will send an e-mail notification from era-notify@mail.nih.gov with the link to confirm the email address. Once the e-mail address is verified, the registration request will be reviewed and confirmed via email. If your request is denied, the representative will receive an email detailing the reason for the denial. If the request is approved, the BO will receive an email with an eRA Commons User ID for the Signing Official account (SO) role. The representative will receive a separate email pertaining to this SO account containing a temporary password to be used for the first-time log in. The representative will need to log into eRA Commons with the temporary password, at which time the system will provide prompts to change the temporary password to one of their choosing. Once the BO/SO signs the registration request, the organization will be active in eRA Commons. The BO/SO can then create additional accounts for the organization as needed. Organizations can have multiple user accounts with the SO role, and any user with the SO role will be able to create and maintain additional accounts for the organization's staff, including accounts for those designated as Project Director/Principal Investigator (PD/PI) and other Signing Officials.

Important: The eRA Commons requires organizations to identify at least one BO/SO, who is the BO entered in the Authorized Representative section on the SF-424, and a PD/PI in order to submit an application. The primary BO/SO must create the account for the PD/PI listed as the person to contact regarding the application on page 1 of the SF-424 assigning that person the 'PI' role in eRA Commons. Note that you must also enter the PD/PI's Commons Username into the 'Applicant Identifier' field of the SF-424 document (Line 4). **The individual designated as the BO cannot also be a PD.**

2. WRITE AND COMPLETE APPLICATION

SAMHSA strongly encourages you to sign up for Grants.gov email notifications regarding this NOFO. If the NOFO is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

2.1 Obtaining Paper Copies of Application Materials

If your organization has difficulty accessing high-speed internet and cannot download the required documents, you may request a paper copy of the application materials.

Contact the Division of Grant Review at dgr.applications@samhsa.hhs.gov for additional information on obtaining paper copies.

2.2 Required Application Components

After downloading and retrieving the required application components and completing the registration processes, it is time to write and complete your application. All files uploaded with the Grants.gov application **MUST** be in **Adobe PDF** file format. Directions for creating PDF files can be found on the Grants.gov website. See Appendix B **for all** application formatting and validation requirements**.**

Standard Application Components

Applications must include the following required application components listed in the table below. This table consists of a full list of standard application components, a description of each required component, and where you can find each document.

#	Standard Application Components	Description	Where to Find Document
1	SF-424 (Application for Federal Assistance) Form	This form must be completed by applicants for all SAMHSA awards. The names and contact information for Project Director (PD) and Business Official (BO) are required for SAMHSA applications and are to be entered on the SF-424 form. • The PD must have an eRA Commons account: the PD's Commons Username must be entered in field **4. Applicant Identifier**; and the PD's name, phone number and email address must be entered in Section **8. APPLICANT INFORMATION**: **item f. Name and contact information of person to be contacted on matters involving this application**. The PD listed in the SF-424 must match the PD in the Personnel Costs section in the budget. • The BO name, title, email address and phone number must be entered in the **Authorized Representative** section fields on page three of the SF 424. The organization mailing address is required in section 8. **APPLICANT INFORMATION** item **d. Address.** All SAMHSA Notices of Award (NoAs) will be emailed by SAMHSA via NIH's eRA Commons to the Project Director/Principal Investigator (PD/PI), and the Signing Official/Business Official (SO/BO).	Grants.gov/forms

#	Standard Application Components	Description	Where to Find Document
2	SF-424 A (Budget Information – Non-Construction Programs) Form	Use SF-424A. Fill out Sections A, B, D and E of the SF-424A. Section C should only be completed if applicable. **It is highly recommended that you use the budget template. (See Section IV.2)**	Grants.gov/forms
3	Project/Performance Site Location(s) Form	The purpose of this form is to collect physical location information on the site(s) where work funded under this announcement will be performed. The address cannot be a P.O. Box.	Grants.gov/forms
4	Project Abstract Summary	It is recommended the abstract is no more than one page. It should include the project name, population(s) to be served (demographics and clinical characteristics), strategies/interventions, project goals and measurable objectives, including the number of people to be served annually and throughout the lifetime of the project, etc. In the first five lines or less of your abstract, write a summary of your project that can be used, if your project is funded, in publications, reports to Congress, or press releases.	
5	Project Narrative Attachment	The Project Narrative is your response to the Evaluation Criteria found at Section V.1 of this NOFO. It cannot be longer than 10 pages. You must attach the Project Narrative file (Adobe PDF format only) inside the Project Narrative Attachment Form.	
6	Budget Justification and Narrative Attachment	You must include a detailed Budget Narrative in addition to Budget Form SF-424A. In preparing the budget, adhere to any existing federal award or agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. The budget justification and narrative must be submitted as file name "**BNF"** when you submit your application into Grants.gov.	SAMHSA Website
7	SF-424 B (Assurances for Non-Construction) Form	You must read the list of assurances provided on the SAMHSA website and check the box marked 'I Agree' before signing the first page (SF-424) of the application.	SAMHSA Website

#	Standard Application Components	Description	Where to Find Document
8	Disclosure of Lobbying Activities (SF-LLL) Form	Federal law prohibits the use of appropriated funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before Congress or state legislatures. **For SAMHSA to determine whether or not your organization participates in lobbying activities, a signed copy of the SF-LLL form must be submitted**." If your organization does not participate in lobbying activities, indicate "Not Applicable" on the form.	Grants.gov/forms
9	Other Attachments Form	Refer to the Supporting Documents below. Use the Other Attachments Form to attach all required additional/supporting documents listed in the table below.	

Supporting Documents

In addition to the Standard Application Components listed above, the following supporting documents are necessary for the review of your application. Supporting documents must be attached to your application. **For each of the following application components, attach each document (Adobe PDF format only) using the Other Attachments Form in ASSIST, Workspace, or other S2S provider.**

#	Supporting Documents	Description	Where to Find Document
1	HHS 690 Form	Every applicant must have a completed HHS 690 form (PDF | 291 KB) on file with the Department of Health and Human Services.	SAMHSA Website
2	Biographical Sketches and Job Descriptions (Attachment 5)	See Appendix G of this document for additional instructions for completing these sections. Formatting requirements outlined in Appendix B are not applicable for these documents.	Appendix G of this document.
3	Confidentiality and SAMHSA Participant Protection/Human Subjects (Attachment 7)	See the NOFO for requirements related to confidentiality, participant protection, and the protection of human subject's regulations.	Appendix D of this document.
4	Additional Documents in the NOFO	The NOFO will indicate the attachments you need to include in your application.	NOFO: Section IV.

2.3 Additional Documents for Submission (SAMHSA Website)

You will find additional materials you will need to complete your application on the SAMHSA website at http://www.samhsa.gov/grants/applying/forms-resources.

3. SUBMIT APPLICATION

3.1 Electronic Submission (eRA ASSIST, Grants.gov Workspace, or other S2S provider)

After completing all required registration and application requirements, SAMHSA requires applicants to **electronically submit** using eRA ASSIST, Grants.gov Workspace, or another system to system (S2S) provider. Information on each of these options is below:

1) **ASSIST** – The Application Submission System and Interface for Submission Tracking (ASSIST) is an NIH sponsored online interface used to prepare applications using the SF-424 form set, submit electronically through Grants.gov to SAMHSA and other participating agencies, and track applications. [Note: ASSIST requires an eRA Commons ID to access the system]

2) **Grants.gov Workspace –** You can use the shared, online environment of the Grants.gov Workspace to collaboratively work on different forms within the application.

The specific actions you need to take to submit your application will vary by submission method as listed above. The steps to submit your application are as follows:

To submit to Grants.gov using ASSIST: eRA Modules, User Guides, and Documentation | Electronic Research Administration (eRA)

To submit to Grants.gov using the Grants.gov Workspace:

http://www.grants.gov/web/grants/applicants/workspace-overview.html

Regardless of the option you use, your application will be subject to the same registration requirements, completed with the same data items, routed through Grants.gov, validated against the same agency business rules, assembled in a consistent format for review consideration, and tracked in eRA Commons. All applications that are successfully submitted must be validated by Grants.gov before proceeding to the NIH eRA Commons system and validations.

3.2 Waiver from Electronic Submission

SAMHSA will not accept paper applications except under very special circumstances. If you need special consideration, SAMHSA must approve the waiver of this requirement in advance.

If you do not have the technology to apply online, or your physical location has no Internet connection, you may request a waiver of electronic submission. **You must send a written request to the Division of Grant Review at least 15 calendar days before the application due date.**

Direct any questions regarding the submission waiver process to the Division of Grant Review at dgr.applications@samhsa.hhs.gov.

3.3 Deadline

On-time submission requires that electronic applications be error-free and made available to SAMHSA for processing from the NIH eRA system on or before the application due date and time. Applications must be submitted to and validated successfully by Grants.gov and eRA Commons no later than 11:59 PM Eastern Time on the application due date. Applications submitted in Grants.gov after the application due date will not be considered for review.

You are strongly encouraged to allocate additional time prior to the submission deadline to submit your application and to correct errors identified in the validation process. You are also encouraged to check the status of your application submission to determine if the application is complete and error-free.

3.4 Resources for Assistance

If you encounter problems when submitting your application in Grants.gov, you must attempt to resolve them by contacting the Grants.gov Service Desk at the following:

- By e-mail: support@grants.gov
- By phone: (toll-free) 1-800-518-4726 (1-800-518-GRANTS). The Grants.gov Contact Center is available 24 hours a day, 7 days a week, excluding federal holidays.

Make sure you receive a case/ticket/reference number that documents the issues/problems with Grants.gov.

Additional support is also available from the NIH eRA Service desk at:

- To submit a service request ticket: http://grants.nih.gov/support/index.html
- By phone: 301-402-7469 or (toll-free) 1-866-504-9552. (Press menu option 6 for SAMHSA). The NIH eRA Service desk is available Monday – Friday, 7 a.m. to 8 p.m. Eastern Time, excluding federal holidays.

If you experience problems accessing or using ASSIST (see below), you can:

- Access the ASSIST Online Help Site at: https://era.nih.gov/erahelp/assist/
- Or contact the NIH eRA Service Desk

SAMHSA highly recommends that you submit your application 24-72 hours before the submission deadline. Many submission issues can be fixed within that time and you can attempt to re-submit.

4. AFTER SUBMISSION

4.1 System Validations and Tracking

After you complete and comply with all registration and application requirements and submit your application, the application will be validated by Grants.gov. You will receive a notification that your application is being processed. You will receive two additional e-mails from Grants.gov within the next 24-48 hours (one notification email will confirm receipt of the application in Grants.gov, and the other notification email will indicate that the application was either successfully validated by the Grants.gov system or rejected due to errors). It is important that you retain this Grants.gov tracking number. **Receipt of the Grants.gov tracking number is the only indication that Grants.gov has successfully received and validated your application.** If you do not receive a Grants.gov tracking number, you may want to contact the Grants.gov help desk for assistance (see Resources for Assistance in Section 3.4).

If Grants.gov identifies any errors and rejects your application with a "Rejected with Errors" status, you must address all errors and resubmit. If no problem is found, Grants.gov will allow the eRA system to retrieve the application and check it against its own agency business rules (eRA Commons validations). If you use ASSIST to complete your application, you can validate your application and fix errors before submission.

After you successfully submit your application through Grants.gov, your application will go through eRA Commons validations. If no errors are found, the application will be assembled in eRA Commons. At this point, you can view your application in eRA Commons. It will then be forwarded to SAMHSA as the receiving institution for further review.

If errors are found during eRA Commons validation, you will receive a System Error and/or Warning notification regarding the problems found in the application (see 4.2 below). You must take action to make the required corrections and resubmit the application through Grants.gov before the application due date and time **(See 4.4 below).** Do not assume that if your application passes the Grants.gov validations that it

will successfully pass eRA validations and will be received by SAMHSA. You must check your application status in eRA Commons to ensure that no errors were identified. It is critical that you allow for sufficient time to resubmit the application if errors are detected.

You are responsible for viewing and tracking your applications in the eRA Commons after submission through Grants.gov to ensure accurate and successful submission. Once you can access your application in the eRA Commons, be sure to review it carefully as this is what reviewers will see.

4.2 eRA Commons: Warning vs. Error Notifications

You may receive a System Warning and/or Error notification after submitting an application. Take note that there is a distinction between System Errors and System Warnings.

Warnings – If you receive a Warning notification after the application is submitted, you are not required to resubmit the application. The reason for the Warning will be identified in the notification. It is at your discretion to choose to resubmit, but if the application was successfully received, it does not require any additional action.

Errors – If you receive an Error notification after the applications is submitted, you must correct and resubmit the application. The word Error is used to characterize any condition which causes the application to be deemed unacceptable for further consideration.

4.3 System or Technical Issues

If you encounter a system error that prevents you from completing the application submission process on time, the BO from your organization will receive an email notification from eRA Commons. SAMHSA highly recommends contacting the eRA Service Desk and submitting a web ticket to document your good faith attempt to submit your application and determining next steps. See Section 3.4 for more information on contacting the eRA Service Desk.

4.4 Resubmitting a Changed/Corrected Application

If SAMHSA does not receive your application by the application due date as a result of a failure in the SAM, Grants.gov, or NIH's eRA Commons systems, you must contact the Division of Grant Review within **one business day after the official due date at:** dgr.applications@samhsa.hhs.gov and provide the following:

- A case number or email from SAM, Grants.gov, and/or NIH's eRA system that allows SAMHSA to obtain documentation from the respective entity for the cause of the error.

SAMHSA will consider the documentation to determine **if** you followed Grants.gov and NIH's eRA requirements and instructions, met the deadlines for processing paperwork within the recommended time limits, met NOFO requirements for submission of electronic applications, and made no errors that caused submission through Grants.gov or NIH's eRA to fail. No exceptions for submission are allowed when user error is involved. Note that system errors are extremely rare.

[Note: When resubmitting an application after revisions have been made, ensure that the **Project Title is identical to the Project Title in the originally submitted application** (i.e., no extra spacing) as the Project Title is a free-text form field.] In addition, check the Changed/Corrected Application box in #1.

Appendix B - Formatting Requirements and System Validation

1. SAMHSA FORMATTING REQUIREMENTS

SAMHSA's goal is to review all applications submitted for funding. However, this goal must be balanced against SAMHSA's obligation to ensure equitable treatment of applications. For this reason, SAMHSA has established certain formatting requirements for its applications. See below for a list of formatting requirements required by SAMHSA:

- Text must be legible. Pages must be typed in black, single-spaced, using a font of Times New Roman 12, with all margins (left, right, top, bottom) at least one inch each. You may use Times New Roman 10 only for charts or tables.

- **You must submit your application and all attached documents in Adobe PDF format, or your application will not be forwarded to eRA Commons and will not be reviewed. See Section 3 below for more details on PDF requirements.**

- To ensure equity among applications, the 10-page limit for the Project Narrative cannot be exceeded. If an application exceeds the 10-page limit, the application will not be reviewed.

- Citations can be put in an Attachment. They do not have to be placed in the Project Narrative.

- Black print should be used throughout your application, including charts and graphs (no color).

- If you are submitting more than one application under the same announcement number, you must ensure that the Project Title in Field 15 of the SF-424 is unique for each submission.

2. GRANTS.GOV FORMATTING AND VALIDATION REQUIREMENTS

- Grants.gov allows the following list of UTF-8 characters when naming your attachments: A-Z, a-z, 0-9, underscore, hyphen, space, and period. Other UTF-8 characters should not be used as they will not be accepted by NIH's eRA Commons, as indicated in item #9 in the table below.

- Scanned images must be scanned at 150-200 dpi/ppi resolution and saved as a PDF file. Using a higher resolution setting or different file type will result in a larger file size, which could result in rejection of your application.

- Any files uploaded or attached to the Grants.gov application must be PDF file format and must contain a valid file format extension in the filename. In addition, the use of compressed file formats such as ZIP, RAR or Adobe Portfolio will not be accepted.

3. eRA COMMONS FORMATTING AND VALIDATION REQUIREMENTS

The following are formatting requirements and system validations required by eRA Commons and will result in errors if not met. The application must be 'error free' to be processed through the eRA Commons. There may be additional validations which will result in Warnings but these will not prevent the application from processing through the submission process. (See Appendix A, Section 4.2)

ASSIST File Formatting Requirements

The eRA system contains file formatting requirements for uploading documents in ASSIST. The only accepted file type for submission is PDF and each file may be no larger than 6 MB. Fillable forms must be 'flattened' and saved as a PDF prior to upload. Adobe Portfolio file types will not be accepted.

Files for Upload to ASSIST must be:

- ☑ PDF Format
- ☑ Under 6MB in File Size
- ☑ 8.5 x 11 Page Size
- ☑ Flat *(No Fillable/Editable Fields)*

Files must **NOT** contain:

- ☒ Password-Protection
- ☒ Live hyperlinks *(only plain text URLs)*
- ☒ Bookmarks or Signature Boxes
- ☒ A filename exceeding 50 Characters *(including spaces)*

Flatten Fillable Forms Prior to Upload in ASSIST

A completed fillable form (an electronic document that can be filled out and edited digitally—also called fillable, dynamic, or interactive forms) should not only be saved as a PDF; it must also be flattened to remove the interactive fields so that the final answers are saved. Flattening a form is not the same as "locking" it; locking a form restricts access to editing, printing, and copying the document.

Flattening a PDF document:

- **Keeps form values permanent.** When an interactive PDF is uploaded or emailed, every field remains open to accidental or deliberate revision. Flattening the form ensures that only the completed version of the form is visible.

- **Removes values on drop down lists.** A flattened document will show only the selected text or value, no other values and options are shown and there is no indication that options were present.

- **Simplifies the PDF.** Interactive forms are larger than normal files, which may prevent upload for submission. Flattening reduces the file size which makes it easier to render and view.

To flatten a file, follow the steps below.

1. Ensure that the form is completed and the information is correct. Go to the print settings by selecting **File > Print**.

2. On the pull-down menu of printer options, choose Adobe PDF or Microsoft Print to PDF, then click OK.

3. After clicking **OK,** a pop-up will open with options to save the PDF. Be sure to select a specific location to save the document where it can easily be found and give it a unique file name. Use a file name that clearly differentiates the completed form from the original fillable form. File names cannot exceed 50 characters.

4. The flattened form should appear in the new location with the new file name. Open it to check once more for any changes and to confirm that the conversion worked.

If you do not adhere to these requirements, you will receive an email notification from era-notify@mail.nih.gov to take action and adhere to the requirements so that your application can be processed successfully. It is highly recommended that you submit your application 24-72 hours before the submission deadline to allow for sufficient time to correct errors and resubmit the application. If you experience any system validation or technical issues after hours on the application due date, contact the eRA Service

Desk and submit a Web ticket to document your good faith attempt to submit your application.

eRA Commons Validation Table

The following table shows formatting requirements and system validations required by eRA Commons and will result in errors if not met.

eRA Validations	eRA Error Messages
#1: Applicant Identifier (Item 4 on the SF-424): The PD/PI Credentials must be provided Username provided must be a valid Commons account Username must be affiliated with the organization submitting the application and/or have the PI role	 The Commons Username must be provided in the Applicant Identifier field for the PD/PI. The Commons Username provided in the Applicant Identifier is not a recognized Commons account. The Commons account provided in the Applicant Identifier field for the PD/PI is either not affiliated with the applicant organization or does not hold the PI role. Check with your Commons Account Administrator to make sure your account affiliation and roles are set-up correctly.
#2. The UEI number provided must include valid characters (12 numbers)	The UEI number provided has invalid characters (other than 12 numbers)
#3. The documentation (forms) required for the NOFO must be submitted	The format of the application does not match the format of the NOFO. Contact the eRA Service Desk for assistance.
#4. If a change or correction is made to address an error, “Changed/Corrected” must be selected. (Item #1 on the SF-424). Refer to Appendix A II-4.4 for more information on resubmission criteria.	This application has been identified as a duplicate of a previous submission. The ‘Type of Submission’ should be set to Changed/Corrected if you are addressing errors/warnings.
#5. The application cannot exceed 1.2GB.	The application did not follow the agency-specific size limit of 1.2 GB. Resize the application to be no larger than 1.2 GB before submitting.
#6. The correct Notice of Funding Opportunity (NOFO) number must be provided	The Funding Opportunity Announcement number does not exist.

eRA Validations	eRA Error Messages
#7. All documents and attachments must be submitted in PDF format.	"The <attachment> attachment is not in PDF format. All attachments must be provided to the agency in PDF format with a .pdf extension. Help with PDF attachments can be found at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm."
#8. All attachments must comply with the following formatting requirements: PDF attachments cannot be empty (0 bytes).	The {attachment} attachment was empty. PDF attachments cannot be empty, password protected or encrypted.
All PDF attachments cannot have Meta data missing, cannot be encrypted, password protected or secured documents.	The <attachment> attachment contained formatting or features not currently supported by NIH: <condition returned>.
The size of PDF attachments cannot be larger than 8.5 x 11 inches (horizontally or vertically). [Note: It is recommended that you limit the size of attachments to 35 MB.]	Filename <file> cannot be larger than U.S. standard letter paper size of 8.5 x 11 inches. See the PDF guidelines at http://grants.nih.gov/grants/ElectronicReceipt/pdf_guidelines.htm
PDF attachments must have a valid file name. Valid file names must include the following UTF-8 characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, period.	The <attachment> attachment filename is invalid. Valid filenames may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, or period. No special characters (including brackets) can be part of the filename.
#9. The email addresses for the Contact Person (SF-424 Section F) and the Authorized Representative (SF-424 below Section 21) must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > ( ) [ ] \ , ; : are not valid.	The submitted e-mail address for the person to be contacted {email address}, is invalid. Must contain a '@', with at least 1 and at most 64 chars preceding and following the '@'. Control characters (ASCII 0 through 31 and 127), spaces and special chars < > ( ) [ ] \ , ; : are not valid.
#10. Congressional district code of applicant (after truncating) must be valid. (SF-424, item 16 a and b)	Congressional district <Congressional District> is invalid. To locate your district, visit http://www.house.gov/

Budget Errors	
eRA Validations	**eRA Error Messages**
SF424-A: Section A – Budget Summary The total fields at the end of rows or at the bottom of columns must equal the sum of the elements for that row or column	Ensure that the sum of Grant Program Function or Activity (a) elements entered equals the total amounts in the Total field
SF424-A: Section B – Budget Categories The Total in Section B (Column 5 - Row k) must equal the Total in Section A – Budget Summary: (Row 5, Column g).	Ensure that the TOTALS Total (row k, column 5) equals the Budget Summary Totals in section A, row 5 column g.
SF424-A: Section D – Forecasted Cash Needs The Federal Total for the 1st Year (Line 13) must equal the Total in Section A (Row 5, Column g) The Non-Federal Total for 1st Year sum must equal Estimated Unobligated Funds Non-Federal Totals in Section A (d-5) + New or Revised Budget Non-Federal Totals (f-5)	Ensure that the Federal Total for 1st year, in Section D- Forecasted Needs equals the Section A, New or Revised Budget Federal Totals (e-5) amount. Ensure that the Non-Federal Total for 1st year equals the sum of Estimated Unobligated Funds Non-Federal Totals (d-5) and New or Revised Budget Non-Federal Totals (f-5) on Section A.
The Total for 1st Year TOTAL in Section D must equal the Total (Row 5, Column G) in Section A	Ensure that the Forecasted Cash Needs: 15 TOTAL equals to SECTION A – Budget Summary: Line 5. Totals, Column (g).
SF424-A: Section E – Budget Estimates of Federal Funds Needed for Balance of The Project The number of budget years/periods must match the span of the project. The number of years in the project period in Block 17 on the SF-424 must align with the future funding periods.	Ensure that the project period years on the SF 424 block 17 matches the provided budget periods in the SF-424A. Enter data for the first budget period in Section D and enter future budget periods in Section E.

Appendix C – General Eligibility Information

Determining whether you are eligible to apply for and receive a SAMHSA award is very important. If you are not legally eligible for a specific funding opportunity, you would spend considerable time and money completing the application process when you cannot receive the award.

There are many types of organizations generally eligible to apply for SAMHSA funding opportunities. However, eligibility is strictly tied to the statutory authority governing this award. Please be sure to double check the NOFO for eligibility. Eligibility for this NOFO may include the following:

Government Organizations

State governments and territories
County governments
City or township governments
Special district governments
Native American tribal governments (federally recognized)
Native American tribal governments (other than federally recognized)
State-Recognized Tribes

Other Tribal Entities

Tribal organizations
Consortia of tribes or tribal organizations
Urban Indian Organizations

Education Organizations

Independent school districts
Public and state-controlled institutions of higher education
Private institutions of higher education
Education agencies/authorities serving children and youth residing in federally recognized American Indian/Alaska Native (AI/AN) tribes

Non-profit Organizations

Non-profits having a 501(c)(3) status with the Internal Revenue Service (IRS), other than institutions of higher education
Non-profits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education, including entities with 501(c)(4) status (civic leagues, social welfare organizations, and local associations of employees) and 501(c)(5) status (labor organizations).

Please note: For-profit organizations and foreign entities are not eligible to apply for SAMHSA awards.

Appendix D – Confidentiality and SAMHSA Participant Protection/Human Subjects Guidelines

CONFIDENTIALITY AND PARTICIPANT PROTECTION:

It is important to have safeguards protecting individuals from risks associated with their participation in SAMHSA projects. **As part of Attachment 7 of the application, all applicants (including those who plan to obtain Institutional Review Board (IRB) approval) must address all of the elements below.** If some elements are not applicable to the proposed project, explain why the element(s) is not applicable.

In addition to addressing these elements, you will need to determine if the section below titled "Protection of Human Subjects Regulations" applies to your project. If so, you must submit the required documentation as described below. There are no page limits for your response to the elements in this appendix.

1. Protect Participants and Staff from Potential Risks

- Identify and describe the foreseeable physical, medical, psychological, social, and legal risks or potential adverse effects **participants** may be exposed to because of the project.
- Identify and describe the foreseeable physical, medical, psychological, social, and legal risks or potential adverse effects **staff** may be exposed to as a result, of the project.
- Describe the procedures you will follow to minimize or protect participants and staff against potential risks, including risks to confidentiality.
- Identify your plan to provide guidance and assistance in the event there are adverse effects to participants and/or staff.

Responses that will be considered unacceptable or incomplete:

- *Indicating that there are **no risks** to participants. If services are being delivered as part of the project, it is **very unlikely** that there will be no foreseeable physical, medical, psychological, social, or legal risks or potential adverse effects as a result of their involvement in the project.*
- *Addressing potential risks to participants but not addressing risks to staff*
- *Neglecting to describe how the organization will provide guidance and assistance in the event there are adverse effects to participants and whether alternative treatments will be available to participants.*

2. Fair Selection of Participants

- Explain how you will recruit and select participants ensuring all populations have equitable opportunities to participate in the program.
- Identify any individuals in the geographic catchment area where services will be delivered who will be excluded from participating in the project and explain the reasons for this exclusion.

Responses that will be considered unacceptable or incomplete:

- *Not explaining reasons for including or excluding participants*
- *Not identifying how participants will be selected*

3. Absence of Coercion

- If you plan to compensate participants, state how participants will be awarded incentives (e.g., gift cards, bus passes, gifts, etc.) If you plan to implement a contingency management program, specify the evidence-based model you will use and briefly justify its use with your population(s) of focus. If you have included funding for incentives in your budget, you **must** address this item. (For specific information about incentives, see https://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives)
- Provide justification that the use of incentives is appropriate, judicious, and conservative and that incentives do not provide an "undue inducement" that removes the voluntary nature of participation.
- Describe how you will inform participants in a culturally competent manner that they may receive services even if they choose to not participate in or complete the data collection component of the project.

Responses that will be considered unacceptable or incomplete:

- *Indicating that you do not plan to compensate participants, such as through incentives, but including funding for incentives in the budget or describing the use of incentives in the Project Narrative.*
- *Not specifying how participants will be told that they may receive services even if they choose not to participate in the data collection component of the project*

4. Data Collection

- Identify from whom you will collect data (e.g., participants, clients, family members, teachers, others).
- Describe the data collection procedures and specify the sources for obtaining data (e.g., school records, interviews, psychological assessments, questionnaires, observation, or other sources). Identify what type of specimens (e.g., urine, blood) will be used, if any. State if the specimens will be used for purposes other than evaluation.
- In **Attachment 2**, "Data Collection Instruments/Interview Protocols," you **must** provide copies of all available data collection instruments and interview protocols that you plan to use (unless you are providing the web link to the standardized instrument(s)/protocol(s). Include any culturally adapted data collection instruments and interview protocols.

Responses that will be considered unacceptable or incomplete:

- *Not clearly identifying all the entities from which data will be collected.*
- *Describing the use of drug testing in the Project Narrative but not providing the requested information about specimen collection.*
- *Not including data collection instruments/interview protocols (or links to websites for the instruments) in Attachment 2*
- *Not including how the data collection will occur (i.e., paper surveys versus electronic survey links; at a school setting or at the organization's clinic, etc.).*

5. Privacy and Confidentiality

- Explain how you will ensure privacy and confidentiality. Describe:
  - Where data will be stored,

- Who will have access to the data collected, and
- How the identity of participants will be kept private, for example, using a coding system on data records, limiting access to records, or storing identifiers separately from data.

- **NOTE:** Recipients must maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II, Subpart B.**

Responses that will be considered unacceptable or incomplete:

- *Not providing detailed information about where data is stored and how the identity of participants will be kept confidential.*
- *Not clearly identifying the individuals who will have access to the data.*
- *Not specifying that you agree to maintain the confidentiality of alcohol and drug abuse client records according to the provisions of Title 42 of the Code of Federal Regulations, Part II.*

6. Adequate Consent Procedures

- Include, as appropriate, sample consent forms* that provide for:

1. informed consent for participation in service intervention;
2. informed consent for participation in the data collection component of the project, including information that participants are informed that they may receive services even if they choose not to participate in or complete this component of the project; and
3. informed consent for the exchange (releasing or requesting) of confidential information.
4. Informed consent for youth participants.

*Consent forms should be written at no higher than 8th grade reading level.

- The sample forms must be included in **Attachment 3, "Sample Consent Forms"**, of your application. If needed, provide translated forms.
- Explain how you will obtain consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign?

NOTE: The consent forms should never imply that the participant waives or appears to waive any legal rights. The forms should also not imply that individuals cannot end involvement with the project or that your project or its agents will be released from liability for negligence.

Responses that will be considered unacceptable or incomplete:

- *Not providing copies of sample consent forms in Attachment 3*
- *Not providing details on how consent/assent will be obtained for youth participants.*
- *Not providing details on how consent will be obtained for non-English speaking priority populations identified in the application.*

7. Risk/Benefit Discussion

- Discuss why the risks you have identified in **Element 1. Protect Participants and Staff from Potential Risks** are reasonable compared to the anticipated benefits to participants involved in the project.

Responses that will be considered unacceptable or incomplete:

- *Indicating there are no risks to participants in the first element and noting that this element is therefore not applicable.*
- *Not mentioning any anticipated benefits to participants involved in the project.*

PROTECTION OF HUMAN SUBJECTS REGULATIONS

SAMHSA expects that most recipients funded under this announcement will not have to comply with the Protection of Human Subjects Regulations (45 CFR 46), which requires Institutional Review Board (IRB) approval. However, in some instances, the applicant's proposed project may meet the regulation's criteria for research involving human subjects. Although IRB approval is not required at the time of award, you are required to provide the documentation below prior to enrolling participants into your project.

In addition to the elements above, applicants whose projects must comply with the Human Subjects Regulations must:

- Describe the process for obtaining IRB approval for your project.

- Provide documentation that an Assurance of Compliance is on file with the Office for Human Research Protections (OHRP).
- Provide documentation that IRB approval has been obtained for your project prior to enrolling participants.

General information about Human Subjects Regulations can be obtained through OHRP at http://www.hhs.gov/ohrp or (240) 453-6900. SAMHSA–specific questions should be directed to the program contact listed in Section VII of this announcement.

Appendix E – Developing Goals and Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop realistic goals and measurable objectives. This appendix provides information on developing goals and objectives for use in your Project Narrative. It also provides examples of well-written goals and measurable objectives.

GOALS

Definition − a goal is a broad statement about the long-term expectation of what should happen because of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

The characteristics of effective goals include:

- Goals address outcomes, not how outcomes will be achieved.
- Goals describe the behavior or condition in the community expected to change.
- Goals describe who will be affected by the project.
- Goals lead clearly to one or more measurable results.
- Goals are concise.

Examples

Unclear Goal	Critique	Improved Goal
Increase the substance abuse and HIV/AIDS prevention capacity of the local school district	This goal could be improved by *specifying an expected program effect in reducing a health problem*	Increase the capacity of the local school district to reduce high-risk behaviors of students that may contribute to substance abuse and/or HIV/AIDS
Decrease the prevalence of marijuana, alcohol, and prescription drug use among youth in the community by increasing the number of schools that implement effective policies, environmental change, intensive training of teachers, and educational approaches to address high-risk behaviors, peer pressure, and tobacco use.	This goal is not concise	Decrease youth substance use in the community by implementing evidence-based programs within the school district that address behaviors that may lead to the initiation of use.

OBJECTIVES

Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like "understand" or "know" because it may prove difficult to measure them. Instead, use verbs that document action, such as: "By the end of 2020, 75% of program participants will be *placed* in permanent housing. To be effective, objectives should be clear and leave no room for interpretation.

SMART is a helpful acronym for developing objectives that are ***specific, measurable, achievable, realistic, and time-bound*:**

Specific –
Includes the "who" and "what" of program activities. Use only one action verb to avoid issues with measuring success. For example, "Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus" is a more specific objective than "Outreach workers will use their skills to reach out to drug users on the street."

Measurable –
How much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/20 increase by 10% the number of 8^{th,} 9th, and 10th grade students who disapprove of marijuana use as measured by the annual school youth survey.

Achievable –
Objectives should be attainable within a given time frame and with available program resources. For example, "The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan" is a more achievable objective than "Teenage mothers will learn about proper nutrition."

Realistic –
Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, "Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs" is a more realistic objective than "Gang-related violence in the community will be eliminated."

Time-bound –

Provide a time frame indicating when the objective will be measured or a time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

Examples:

Non-SMART Objective	Critique	SMART Objective
Teachers will be trained on the selected evidence-based substance abuse prevention curriculum.	The objective is not SMART because it is not *specific, measurable*, or *time-bound*. It can be made SMART by *specifically* indicating who is responsible for training the teachers, how many will be trained, who they are, and by when the trainings will be conducted.	***By June 1, 2022**, **LEA supervisory staff*** will have trained ***75% of health education*** teachers ***in the local school district*** on the selected, evidence-based substance abuse prevention curriculum.
90% of youth will participate in classes on assertive communication skills.	This objective is not SMART because it is not *specific* or *time-bound.* It can be made SMART by indicating *who* will conduct the activity, *by when*, and *who* will participate in the lessons on assertive communication skills.	By the ***end of the 2022 school year, district health educators*** will have conducted classes on assertive communication skills for 90% of youth ***in the middle school*** receiving the ***substance abuse and HIV prevention curriculum.***
Train individuals in the community on the prevention of prescription drug/opioid overdose-related deaths.	This objective is not SMART as it is not *specific, measurable,* or *time-bound.* It can be made SMART by specifically indicating *who* is responsible for the training, *how many* people will be trained, *who* they are, and by *when* the training will be conducted.	***By the end of year two of the project***, the ***Health Department*** will have trained ***75% of EMS staff in the County Government*** on the selected curriculum addressing the prevention of prescription drug/opioid overdose-related deaths.

Appendix F – Developing the Plan for Data Collection and Performance Measurement

Information in this Appendix should be taken into consideration when developing a response for criteria in Section D of the Project Narrative.

Data Collection:

In describing your plan for data collection, consider addressing the following points:

- Electronic data collection software that will be used
- Frequency of data collection
- Organizational processes that will be implemented to ensure the accurate and timely collection and input of data.
- Staff that will be responsible for collecting and recording the data.
- Data source and data collection instruments that will be used to collect the data.
- How well the data collection methods will take into consideration the language, norms, and values of the population(s) of focus.
- Processes and policies to keep data secure.
- If applicable, how will the data collection procedures ensure that confidentiality is protected and that informed consent is obtained.
- If applicable, data collection procedures from partners and/or sub-recipients.

It is not necessary to provide information related to data collection and performance measurement in a table, but the following samples may give you some ideas about how to display the information.

Table 1 *[provides an example of how information for the required performance measures could be displayed]*

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

Table 2 *[provides an example of how information could be displayed for the data that will be collected to measure the objectives that are included in B.1]*

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a				
Objective 1.b				

Data Management and Performance Monitoring

Points to consider:

- Data protection policies and procedures, including information about storage, retention, and access.
- Frequency of reviews and monitoring of performance data.
- Staff conducting data analysis, including evaluation.
- Data analysis methods and how you will use data to monitor and evaluate activities and processes.
- Staff responsible for completing reports.
- How data will be reported to staff, stakeholders, SAMHSA, an Advisory Board, and other relevant project partners.

How Data Will Be Used to Enhance the Project/Quality Improvement (QI):

Points to consider:

- If applicable, the QI model that will be used.
- How will the QI process be used to track progress?
- Staff responsible for overseeing these QI processes.
- Details of how you plan to implement any needed changes to project implementation and/or project management.
    - What decision-making processes will be used?
    - When and by whom will decisions be made concerning project improvement?
    - What are the thresholds for determining that changes need to be made?
    - Will the Advisory Board have a role in the QI process?
    - How will the changes be communicated to staff and/or partners/sub-recipients?

Appendix G – Biographical Sketches and Position Descriptions

Include position descriptions and biographical sketches for all project staff as supporting documentation to the application. The formatting requirements outlined in Appendix B are not applicable for these documents.

Biographical Sketch

Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:

1. Name of staff member
2. Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
3. Professional experience
4. Recent relevant publications

Position Description

1. Title of position
2. Description of duties and responsibilities
3. Qualifications for position
4. Supervisory relationships
5. Skills and knowledge required
6. Amount of travel and any other special conditions or requirements
7. Salary range
8. Hours per day or week

Appendix H – Addressing Behavioral Health Disparities

SAMHSA expects recipients to submit a Behavioral Disparity Impact Statement (DIS) within 60 days of receiving the award.

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance equity for all, and to identify racial, ethnic, sexual and gender minority, and rural populations at highest risk for experiencing behavioral health disparities as part of their projects. The purpose of the DIS is for recipients to identify and address health disparities[3] and to develop and implement an action plan with a disparity reduction quality improvement process to close the identified gap(s). The aim is to achieve targeted behavioral health equity[4] for disparate populations and improve systems.

SAMHSA provides a DIS Worksheet that award recipients are expected to use to respond to this special condition of award.

The main components of the DIS are:

- Identify and describe the scope of the problem (i.e., behavioral health disparity) related to the program and the population(s) of focus that experience disparate access, use, and outcomes. Identify data sources that will be used to inform the DIS (this should be in alignment with the information provided in your application). Complete a table that includes this information at the individual/client, organizational or systemic level as it relates to the data

[3] Healthy People 2030 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

[4] Behavioral health equity is the right to access high quality and affordable health care services and supports for all populations regardless of the individual's race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. Advancing behavioral health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with quality services, this involves addressing social determinants of health, such as employment and housing stability, insurance status, proximity to services, and culturally responsive care – all of which have an impact on behavioral health outcomes.

collection requirements: NOMS, IPP, or both, in relation to access, use, and outcomes.

- Identify Social Determinant of Health (SDOH) domain(s) that your organization will work to address and improve for the identified population(s) of focus using the NOFO. Visit Healthy People 2030 for more information on the five (5) domains. Using the Behavioral Health Implementation Guide, identify Culturally and Linguistically Appropriate Services (CLAS) standards that your organization plans to meet, expand, or improve through this funding opportunity. Review the Behavioral Health Implementation Guide for full explanations of the overarching themes and 15 CLAS Standards with behavioral health related samples, strategies, and examples.
- Develop and implement a disparity reducing quality improvement action plan to address the behavioral health disparity(ies) experienced by underserved population differences based on the GPRA data on access, use, and outcomes of activities. The plan should include realistic goals and SMART objectives (see Appendix E), the activities that will be implemented to address disparities, the intended impact, timeline, measurement, and evaluation. Ensure documentation of the processes, progress, and outcomes on how the identified behavioral health disparity(ies) have improved.

Recipients are expected to provide, at a minimum, an annual update on the DIS (e.g., what worked, what did not work, what modifications were made) as part of the programmatic progress reports per the NOFO.

Examples of a DIS are available on the SAMHSA website at http://www.samhsa.gov/grants/grants-management/disparity-impact-statement

DIS Related Terminology and Resources

Definition of Health Disparities

Healthy People 2030 defines a health disparity as a "particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; disability; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion."

Social Determinants of Health (SDOH)

SDOH are the conditions in the environment where people are born, live, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. SDOH can be grouped into 5 domains:

- Economic Stability
- Education Access and Quality
- Health Care Access and Quality
- Neighborhood and Built Environment
- Social and Community Context

For more information about SDOH Z codes and how SDOH are being used to narrow the health disparities gaps, see https://www.cms.gov/files/document/zcodes-infographic.pdf; https://www.cms.gov/files/document/cms-omh-january2020-zcode-data-highlightpdf.pdf; and https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6207437/pdf/18-095.pdf

Definition of Equity

Equity is the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. Addressing issues of equity should include an understanding of intersectionality and how multiple forms of discrimination impact individuals' lived experiences. Individuals and communities often belong to more than one group that has been historically underserved, marginalized, or adversely affected by persistent poverty and inequality. Individuals at the nexus of multiple identities often experience unique forms of discrimination or systemic disadvantages, including in their access to needed services.

Definition of Health Equity

Health equity is the attainment of the highest level of health for all people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities. Behavioral health equity is the right to access quality health care for all populations regardless of the individual's race, ethnicity, gender, socioeconomic status, sexual orientation, or geographical location. This includes access to prevention, treatment, and recovery services for mental and substance use disorders.

Underserved populations

SAMHSA applicants are routinely asked to define the population they intend to serve given the focus of a particular program (e.g., adults with opioid use disorders at risk of overdose; adults with serious mental illness [SMI]; adolescents engaged in underage drinking; populations at risk for contracting HIV/AIDS, etc.). Within these populations of focus are *underserved populations* that may have unequal access to, use of, or outcomes from provided services. These disparities may be the result of differences in race, ethnicity, language, culture, and/or socioeconomic factors specific to that underserved population. For instance, Latino adults with opioid use disorder may be at heightened risk for overdoses due to lack of in-language prevention campaigns and treatment; African Americans with an SMI may more likely to terminate treatment prematurely due to lack of providers with whom they can develop a therapeutic relationship; Native American youth may have an increased incidence of underage drinking due to coping patterns related to historical trauma; and African American women may be at greater risk for contracting HIV/AIDS due to lack of access to education on risky sexual behaviors in urban low-income communities, etc. While these factors might not be pervasive among the general population served by a recipient, they may be predominant among underserved populations or groups vulnerable to disparities. It is imperative that recipients understand who is being served, who is underserved, and who is not being served within their community in order to provide outreach and care that will yield positive outcomes, per the focus of the award. For organizations to attend to the potentially disparate impact of their award efforts, recipients are asked to address access, use and outcomes, disaggregated by underserved populations. Underserved populations can be defined by the following factors:

- By race
- By ethnicity
- By gender identity (including transgender populations)
- By sexual orientation (including lesbian, gay and bisexual populations)

Access refers to which populations/underserved populations are being served/reached by the program. Use refers to what interventions/services are received by the various populations. Outcomes refers to the outcome measures stipulated by the award and examined across underserved populations.

Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards)

The ability to address the quality of care provided to underserved populations served within SAMHSA's programs is enhanced by programmatic alignment with the federal National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS Standards).

The CLAS Standards are comprised of 15 Standards that provide a blueprint for health and health care organizations to implement culturally and linguistically appropriate, respectful, and responsive services that will advance health equity, improve quality, and help eliminate health care disparities.

The CLAS Standards are grouped into a Principal Standard and three themes focused on

1) Governance and Leadership.
2) Communication and Language Assistance.
3) Engagement, Continuous Improvement and Accountability.

Widely embraced by States and health care systems, the National CLAS Standards are more recently being promoted in behavioral health care, which includes a Behavioral Health CLAS Implementation Guide at https://www.minorityhealth.hhs.gov/Assets/PDF/clas%20standards%20doc_v06.28.21.pdf. You can learn more about the CLAS mandates, guidelines, and recommendations at: https://thinkculturalhealth.hhs.gov/clas.

Guidelines for behavioral health implementation of the CLAS Standards can be found at https://thinkculturalhealth.hhs.gov/clas. This document addresses the importance of improving access to behavioral health care, promoting quality behavioral health programs and practice, and ultimately reducing persistent disparities in mental health and substance use prevention, treatment, and recovery for underserved, minority populations and communities.

Appendix I – Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable/unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75. Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

Guidelines for recipients on financial management requirements are available at https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements.

SAMHSA funds may not be used to:

- Purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

- Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. (See 45 CFR 75.421(e)(3))

- Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to 25% of a given budget period or $150,000 (whichever is less) for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.

- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

- Pay for housing other than recovery housing which includes application fees and security deposits.

- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

Note: A recipient or treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, each individual contingency must be $15 or less in value and clients may not receive contingencies totaling more than $75 per budget period.

- Meals are generally unallowable unless they are an integral part of a conference award or specifically stated as an allowable expense in the NOFO (See https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html)

- Purchase firearms.

- General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2023, Division H, Title V, Section 526, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

- **Salary Limitation**: The Consolidated Appropriations Act, 2023 (Public Law 117-328), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA awards and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II, which is **$212,100**. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation does not apply to consultants but does apply to subrecipients under a SAMHSA award or cooperative agreement . Note that these or other salary limitations will apply in the following fiscal years, as required by law.

Appendix J – Intergovernmental Review (E.O. 12372) Requirements

States with SPOCs

All SAMHSA programs are covered under Executive Order (EO) 12372, as implemented through Department of Health and Human Services (DHHS) regulation at 45 CFR Part 100. Under this Order, states may design their own processes for reviewing and commenting on proposed federal assistance under covered programs. Certain jurisdictions have elected to participate in the EO process and have established State Single Points of Contact (SPOCs). Information on the SPOC for participating states can be found at: https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf

This requirement does not apply to American Indian/Alaska Native tribes or tribal organizations. If your state participates, contact your SPOC as early as possible to alert him/her to the prospective application(s) and to receive any necessary instructions on the state's review process. For proposed projects serving more than one state, you are advised to contact the SPOC of each affiliated state.

The SPOC should send any state review process recommendations to the following address within 60 days of the application deadline:

Director, Division of Grants Management
Office of Financial Resources,
ATTN: SPOC – Funding Announcement No. SP-23-004
Substance Abuse and Mental Health Services Administration,
5600 Fishers Lane, Room 17E20
Rockville, MD 20857

States without SPOCs

If your state does not have a SPOC and you are a community-based, non-governmental service provider, you must submit a Public Health System Impact Statement (PHSIS)[5]

[5] Approved by OMB under control no. 0920-0428; Public reporting burden for the Public Health System Reporting Requirement is estimated to average 10 minutes per response, including the time for copying the first page of SF-424 and the abstract and preparing the letter for mailing. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0920-0428. Send comments regarding this burden to CDC Clearance Officer, 1600 Clifton Road, MS D-24, Atlanta, GA 30333, ATTN: PRA (0920-0428).

to the head(s) of appropriate state and local health agencies in the area(s) to be affected no later than the application deadline. The PHSIS is intended to keep state and local health officials informed of proposed health services applications submitted by community-based, non-governmental organizations within their jurisdictions. If you are a state or local government or American Indian/Alaska Native tribe or tribal organization, you are not subject to these requirements.

The PHSIS consists of the following information:

- A copy of the first page of the application (SF-424); and
- A summary of the project, no longer than one page in length that provides: 1) a description of the population to be served; 2) a summary of the services to be provided; and 3) a description of the coordination planned with appropriate state or local health agencies.

For SAMHSA awards, the appropriate state agencies are the Single State Agencies (SSAs) for substance abuse and mental health. A listing of the SSAs for substance abuse and the SSAs for mental health can be found on SAMHSA's website at http://www.samhsa.gov/grants/applying/forms-resources. If the proposed project falls within the jurisdiction of more than one state, you should notify all representative SSAs.

Review Section IV of the NOFO carefully to determine if you must include an attachment with a copy of a letter transmitting the PHSIS to the SSA. The letter must notify the state that, if it wishes to comment on the proposal, its comments should be sent no later than 60 days after the application deadline to the following address:

Director of Grants Management
Office of Financial Resources,
ATTN: SSA – Funding Announcement No. SP-23-004
Substance Abuse and Mental Health Services Administration
5600 Fishers Lane, Room 17E20
Rockville, MD 20857

In addition, applicants may request that the SSA send them a copy of any state comments. The applicant must notify the SSA within 30 days of receipt of an award.

Appendix K – Administrative and National Policy

If your application is funded, you must comply with all terms and conditions of the NoA. SAMHSA's standard terms and conditions are available on the SAMHSA website.

HHS Grants Policy Statement (GPS)

If your application is funded, you are subject to the requirements of the HHS Grants Policy Statement (GPS) that are applicable based on recipient type and purpose of award. This includes any requirements in Parts I and II of the HHS GPS that apply to the award. The HHS GPS is available at http://www.samhsa.gov/grants/grants-management/policies-regulations/hhs-grants-policy-statement. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the NoA).

HHS Award Regulations

If your application is funded, you agree that the award and any activities thereunder are subject to all provisions of 45 CFR part 75, currently in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisions. For more information see the SAMHSA website at http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles.

Additional Terms and Conditions

Depending on the nature of the specific funding opportunity and/or your proposed project as identified during review, SAMHSA may negotiate additional terms and conditions with you prior to award. These may include, for example:

- actions required to be in compliance with confidentiality and participant protection/human subjects requirements.
- requirements relating to additional data collection and reporting.
- requirements relating to participation in a cross-site evaluation.
- requirements to address problems identified in review of the application or the budget and narrative justification.

Performance Goals and Objectives

If your application is funded, you will be held accountable for the information provided in the application relating to performance targets. SAMHSA program officials will consider your progress in meeting goals and objectives, as well as your failures and strategies for overcoming them, when making an annual recommendation to continue the award and the amount of any continuation award. In addition, you must relate financial data

and accomplishments to the performance goals and objectives of the award. Failure to meet stated goals and objectives may result in suspension or termination (see 2 CFR 200.202, 2 CFR 200.301 and 2 CFR 200.329) of the award, or in reduction or withholding of continuation awards.

Termination of Federal Award

Note that the OMB revisions to Guidance for Grants and Agreements termination provisions located at 2 CFR § 200.340 - Termination apply to all federal awards effective August 13, 2020.

Accessibility Provisions for All Award Application Packages and Funding Opportunity Announcements

Should you successfully compete for an award, recipients of federal financial assistance (FFA) from HHS will be required to complete an HHS Assurance of Compliance form (HHS 690) in which you agree, as a condition of receiving the grant, to administer your programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, age, sex, and disability, and agreeing to comply with federal conscience laws, where applicable. This includes ensuring that entities take meaningful steps to provide meaningful access to persons with limited English proficiency; and ensuring effective communication with persons with disabilities. Where applicable, Title XI and Section 1557 prohibit discrimination on the basis of sexual orientation, and gender identity, the HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.

You will administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age, and comply with applicable conscience protections. You will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws require taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.

- For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see https://www.hhs.gov/civil-rights/for-

individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html and https://www.lep.gov.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see https://www.hhs.gov/ocr/civilrights/understanding/disability/index.html

- HHS funded health and education programs must be administered in an environment free of sexual harassment, see https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.

- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated antidiscrimination laws, see https://www.hhs.gov/conscience/conscience-protections/index.html and https://www.hhs.gov/conscience/religious-freedom/index.html.

Acknowledgement of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, publications, requests for proposal, bid solicitations, and other documents, such as tool-kits, resource guides, websites, and presentations describing the projects or programs funded in whole or in part with HHS federal funds. The recipient must clearly state: 1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and 2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

Supplement Not Supplant

Funds may be used to supplement existing activities. Award funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a federal award (2 CFR Part 200, Appendix XI).

Mandatory Disclosures

A term may be added to the NoA which states: Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub-recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), all information related to violations of federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to SAMHSA at the following address:

SAMHSA
Attention: Office of Financial Advisory Services
5600 Fishers Lane
Rockville, MD 20857

You may also submit a complaint via the OIG Hotline online form (see https://oig.hhs.gov/fraud/report-fraud/), by phone (1-800-447-8477),or by mail to the following address:

U.S. Dept. of Health and Human Services
Office of the Inspector General
ATTN: OIG Hotline Operations
P.O. Box 23489
Washington, DC 20026

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance; including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321)."

System for Award Management (SAM) Reporting

A term may be added to the NoA that states: "In accordance with the regulatory requirements provided at 45 CFR 75.113, 2 CFR 25, and Appendix XII to 45 CFR Part 75, recipients that have currently active federal awards and procurement contracts with cumulative total value greater than $10,000,000, must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a federal award that reached final disposition within the most recent five-year period. The recipient also must make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently Responsibility/Qualification in SAM.gov (R/Q). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75."

Drug-Free Workplace

A term may be added to the NoA that states: "You as the recipient must comply with drug-free workplace requirements in Subpart B of part 382, which adopts the Government-wide implementation (2 CFR part 182) of section 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707)."

Smoke-Free Workplace

The Public Health Service strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, 20 USC 6081 et seq., the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Standards for Financial Management

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their award/subaward-specific identity and may not be commingled with non-federal funds or other federal funds. "Commingling funds" typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures. Common mistakes related to comingling are outlined below:

- ***Commingling of Cost Centers***: Every business activity constitutes a cost center. Examples of cost centers include: a federal award, a state award, a private award, matching costs for a specific award, a self-funded project, fundraising activities, membership activities, lines of business, unallowable costs, indirect costs, etc. Recipients and subrecipients must establish a unique account(s) in the accounting system to capture and accumulate expenditures of each cost center, apart from other cost centers.
- ***Commingling of Cost Categories***: Recipients and subrecipients must avoid budget fluctuations that violate programmatic restrictions. They must also avoid applying indirect cost rates to prohibited cost categories, such as equipment, participant support costs and subcontracts/subawards in excess of $25,000. As a result, recipients must establish unique object codes in the accounting system to capture and 59 accumulate costs by budget category (i.e., salaries, fringe benefits, consultants, travel, participant support costs, subcontracts, etc.).
- ***Commingling of Time Worked and Not Worked***: Recipients and subrecipients may not directly charge an award for employees' time not spent working on the award. Therefore, Paid Time Off (PTO), such as vacation, holiday, sick and other paid leave, is not recoverable directly from awards, but rather must be allocated to all awards, projects, and cost centers over an entire cost accounting period through either an indirect cost or fringe benefit rate.
- ***Unsupported Labor Costs***: To support charges for direct and indirect salaries and wages, recipients and subrecipients maintaining hourly timesheets must

ensure that timesheets encompass all hours worked and not worked on a daily basis. The timesheet should identify the: (a) award, project or cost center being worked on; (b) number of hours worked on each; (c) description of work performed; and (d) Paid Time Off (PTO) hours. The total hours recorded each day should coincide with an individual's employment status in accordance with established policy (i.e., fulltime employees work 8 hours each day, etc.).

- ***Inconsistent Treatment of Costs***: Recipients and subrecipients must treat costs consistently across all federal and non-federal awards, projects, and cost centers. For example, recipients and subrecipients may not direct-charge federal awards for costs typically considered indirect in nature, unless done consistently. Examples of indirect costs include administrative salaries, office rent, accounting fees, utilities, etc. Additionally, in most cases, the cost to develop an accounting system adequate to justify direct charging of the aforementioned items outweighs the benefits. As a result, use of an indirect cost rate is the most effective mechanism to recover these costs and not violate federal financial requirements of consistency, allocability and allowability. If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that the recipient or subrecipient has developed a cost accounting system that can withstand audit scrutiny and therefore the system must be adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. All costs are subject to subsequent agency review and/or audit scrutiny in accordance with awards' terms and conditions.

Trafficking in Persons

Awards issued by SAMHSA are subject to the requirements of 2 CFR part 175 and 22 USC 7104(g). For the full text of the award term, go to http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions.

NOTE: The signature of the AOR on the application serves as the required certification of compliance for your organization regarding the administrative and national policy requirements.

Publications

Recipients are required to notify the Government Project Officer (GPO) of any materials based on the SAMHSA-funded project that are accepted for publication. In addition, SAMHSA requests that recipients:

- Provide the GPO with advance copies of publications.
- Include acknowledgment of the SAMHSA program as the source of funding for the project.
- Include a disclaimer stating that the views and opinions contained in the publication do not necessarily reflect those of SAMHSA or the U.S.

Department of Health and Human Services and should not be construed as such.

SAMHSA reserves the right to issue a press release about any publication deemed by SAMHSA to contain information of program or policy significance to the substance abuse treatment/substance abuse prevention/mental health services community.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend award funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Appendix L –Budget and Justification

All applications must have a detailed budget justification and narrative that explains the federal and the non-federal expenditures broken out by the object class cost categories listed on SF-424A − Section B (Budget Category) for non-construction awards.

- The detailed budget must match the costs identified on the SF-424A and the total costs on the SF-424.
- The Budget Narrative and justification must be consistent with and support the Project Narrative.
- The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.
- NOFOs invite applications for periods of performance of one to up to five years. Generally, awards, on a competitive basis, will be for a one-year budget period but the period of performance may be up to five years. Submission and SAMHSA approval of the progress report(s) and any other required submission or reports is the basis for the budget period renewal and release of subsequent year funds. Funding beyond the one-year budget period but within the multi-year period of performance is subject to availability of funds and satisfactory progress of the recipient. Progress will be evaluated by submission of data on required performance measures, satisfactory achievement of identified goals and objectives, providing services to the projected number of individuals specified in the application, and satisfactory resolution of barriers and challenges that arise in the implementation of the project.
- Refer to the program specific Funding Restrictions/Limitations and the Standard Funding Restrictions in the NOFO, as well as to 45 CFR Part 75 (https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75, for applicable administrative requirements and cost principles.

SAMHSA Budget Template

To expedite review of your application, it is highly recommended you use the following PDF budget template to complete the Detailed Budget and Narrative Justification for submission with your application:

- The budget template can be found on the SAMHSA Forms and Resources webpage – scroll down to "**SAMHSA Budget Template**" section. You **must** download the budget template PDF to your computer first before opening it directly in Adobe Acrobat or Acrobat Reader (not your internet browser):

    1. Right-click the link "**SAMHSA Budget Template (PDF)**"
    2. Select "save link as" and save to a location on your computer
    3. Go to the saved location and open the "SAMHSA Budget Template (PDF)" using Adobe Acrobat or Acrobat Reader.

Guidance

The following documents provide guidance on using the budget template:

- Key Features of the Budget Template
- Budget Template Users Guide
- Budget Review Checklist – use this checklist to review your detailed budget and narrative justification before submission to SAMHSA.

Note: For SAMHSA to view all of your budget data, you must convert the PDF to a non-editable format by **PRINTING TO PDF** before submission.

Completing the SF-424A (see Section IV)

Budget Cost Categories

Personnel Costs: Explain personnel costs by listing each staff member who will be working directly on the award by name (if possible), position title, percentage level of effort or proposed hours and annual salary. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or **$212,100**. An individual's base salary, per se, is NOT constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to SAMHSA awards and cooperative agreements. The salary limitation does not apply to consultants but does apply to all subawards and subcontracts.

Note: If an organization is selected for an award and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk. If SAMHSA's review of the Key Personnel request results in the proposed individual not being approved or deemed not qualified for the position, the expectation is that the organization must submit a qualified candidate to be placed in the Key Personnel position. SAMHSA will not be

liable for any costs incurred or pay for salaries of a Key Personnel that is not approved or deemed not qualified for the program.

Fringe Benefits: Fringe benefits typically include items, such as health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement and paid absences. Fringe benefits are recoverable in accordance with an organization's federally approved indirect cost rate agreement, if applicable, or the organization's accounting practices, provided those practices are consistent with federal cost principles and result in a fair and equitable allocation of fringe benefits.

Travel: List travel costs according to local and long-distance travel. For local travel, outline the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel. The budget should also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participating in meetings and other proposed trainings or workshops. Name the traveler(s) if possible, describe the purpose of the travel, provide number of trips involved, the destinations, and the number of individuals for whom funds are requested.

Equipment: List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of items that meet the definition of equipment (a unit cost of $5,000 or more and a useful life of one or more years). For example, large items of medical equipment.

Supplies: Include the programmatic items necessary to implement the proposed project (e.g., examination gloves, etc.). Conversely, general office supplies (e.g., paper, pencils, etc.) should be recovered through a federally-approved indirect cost rate or de minimis rate.

Per 45 CFR § 75.321, property will be classified as supplies if the acquisition cost is under $5,000. Note that items such as laptops, tablets, and desktop computers are classified as a supply if the value is under the $5,000 equipment threshold.

Vendor Contracts/Subawards & Subcontracts/Consortiums/Consultants: Provide a clear explanation as to the purpose, the basis for how costs were estimated, and the specific deliverables. You are responsible for ensuring that your organization has adequate procurement and merit review systems with fully developed written procedures for awarding and monitoring vendor contracts and subawards/subcontracts, respectively. Recipients must notify potential subrecipients to register in SAM and provide the recipient with their UEI number (see 2 CFR part 25). For consultant services, list the total costs for all consultant services. In the budget narrative, identify each consultant, the services he/she will perform, total number of days, travel costs, and total estimated costs.

Note: To assist with classifying costs and relationships, note that vendor contracts are for the purpose of obtaining goods and services (i.e., examination gloves provided by a medical supply company). Conversely, subawards/subcontracts are for the purpose of carrying out a portion of a federal award (i.e., a health care clinic providing substance use treatment services directly to patients). Your organization must ensure proper classification of costs and relationships. For subrecipient relationships, your organization must ensure written subaward/subcontract agreements are in place. These written agreements must require that subrecipients comply with the same terms and conditions as the prime recipient, as applicable (i.e., financial management requirements, audit requirements, etc.) In other words, the requirements imposed on the prime recipient must "flow down" to subrecipients. Written agreements should also describe the scope of work, deliverables, etc.

Other: Include all costs that do not fit into any other category and provide an explanation of each cost in this category (e.g., provider licenses, dedicated space rental, etc.).

Indirect Costs: Indirect costs are those costs incurred for common or joint objectives which cannot be readily and specifically identified with a particular project or program but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For some institutions, the term "facilities and administration" (F&A) is used to denote indirect costs.

Applicants may request full indirect costs, subject to statutory and regulatory limitations.

Applicants may request full indirect costs, subject to statutory and regulatory limitations, and submission of an approved Negotiated Indirect Cost Rate Agreement (NICRA) established by the cognizant Federal agency (typically the agency that provides the most funds). If indirect costs are claimed, a copy of the NICRA must be submitted with the application. If unable to obtain a NICRA from the cognizant agency at the time of application, the applicant may elect to recover indirect costs using a de minimis rate as explained below. Otherwise, the applicant may only be reimbursed for allowable direct costs. Violation of cost accounting principles is not permitted when re-budgeting or charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs.

Applicants may elect a 10% de minimis indirect cost rate, subject to statutory and regulatory limitations.

Applicants who cannot obtain a NICRA from their cognizant Federal agency at the time of application may elect a 10% de minimis rate, subject to statutory and regulatory limitations.

The 10% *de minimis* rate may be used indefinitely and should be applied to Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable

fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award.) MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Violation of cost accounting principles is not permitted when charging costs to awards. Rather, costs must be consistently charged as either direct or indirect costs. Additionally, once elected, the 10% *de minimis* rate must be applied to all existing awards. If the cognizant agency issues a NICRA subsequent to the award, the negotiated rate may *not* be retroactively applied.

Waived Indirect Costs – An applicant may elect *not* to request recovery of indirect costs. If so, the applicant should write *None Requested* in the same space allotted for Item J of the budget sheet.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Conservation Distri

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Gunnison Conservation District Aid Agreement for 2025

Fiscal Impact: 8,000.00

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON CONSERVATION DISTRICT

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $8,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Conservation District**
216 N. Colorado St
Gunnison, Colorado 81230
Contact Name: **Bill Ketterhagen, President**
Telephone: (970) 306-9020
Email: bketterhagen@gmail.com

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eight Thousand and No/100 U.S. dollars (**$8,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Conservation District 216 N. Colorado St Gunnison, Colorado 81230 Bill Ketterhagen, President (970) 306-9020 Email: bketterhagen@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: GUNNISON CONSERVATION DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION
2025 CHARGES FOR SERVICE APPLICATION

Organization Name:	Gunnison Conservation District				
Address 1:	216 N Colorado St				
Address 2:					
City:	Gunnison	**State:**	Colorado	**Zip Code:**	81230
Telephone Number:	9707073047				
Email Address:	gunnisoncd2006@gmail.com				
Contact Person(s):	Tonya Carr				

1. What is the amount of County funds requested? Please keep your request below $12,000.

8,000

2. Provide specific information regarding what the County funds will be used for.

For over fifty years, the Gunnison Conservation District ("District") has worked to conserve the soil, water, wildlife, and agricultural productivity of the Gunnison Valley. The 2025 Gunnison County funds will help continue this work and allow the District to better address challenges such as noxious weed mitigation, declining Gunnison sage-grouse numbers, and water security. Funds from Gunnison County are essential to the District's revenue mixture. Without these funds, the District could not provide the technical assistance, low-cost seed and herbicide sales, and project leadership that enables the District to be an essential participant in conservation efforts throughout the Gunnison Basin. The District's employees and Board of Supervisors wish to expand upon these roles in 2025 to meet the heightened needs for conservation in the Gunnison Valley. Continued financial support from Gunnison County will enable the District to follow this vision.

The District will continue to provide on the ground technical assistance to landowners for conservation projects. We are a publicly funded entity relying on national, state and local grants in addition to seed and herbicide sales to protect and enhance soil, water, habitat, plant diversity, and wildlife, including Gunnison Sage-Grouse.

The District will continue to provide local partnership and guidance to the Natural Resources Conservation Service (NRCS), which provides cost-share services to local farmers and ranchers in implementing practices that promote soil health, water conservation, and wildlife habitat enchantment. The District plays a pivotal role in providing information on resource conservation services to the public. The District is also a crucial liaison between agencies and stakeholders in the Gunnison Valley. Our Annual Meeting, held annually in March or April, is one of our main events. We have a "Local Working Group" meeting to ascertain critical priorities for our area. This information goes back to the NRCS, where federal funds can be targeted for these local priorities. The District has two employees. The Wildlife Biologist/Conservation Technician, Ben Prior, works full time, and the District Manager, Tonya Carr, works approximately 30 hours per week. We currently have a six-member Board. County funding will contribute towards the District Manager's salary. The District will use County funding to continue to implement projects District-Wide, whose territory stretches 2.1 million acres and includes Gunnison, Saguache, and Hinsdale Counties. These include Gunnison sage-grouse building site analyses, wet-meadow projects, EQIP proposals, weed mitigation, and educational programs for students, producers, and residents. County funding could also be used for marketing and software needs to provide information about District programs, education and outreach to producers and the public.

Further, if District hours are expanded, additional grant opportunities could be researched for local conservation projects. For 2025, we have applied for the National Fish & Wildlife Conservation Partners Program to support employee salaries. We are also actively pursuing other funding avenues to increase the District's reach. One such opportunity is the Bearu of Reclamation Bucket 2 Environmental Drought Mitigation grant to fund stream restoration and wildlife habitat projects addressing drought. Another is the Upper Gunnison and River Sustainability Wildfire Mitigation assistance program which would support natural resource conservation management projects on private lands. If these grants are secured, they will require additional administration.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

At our Local Working Group meeting in 2024, our constituents expressed concern with drought and their need for more technical support. They also expressed the need for more funds to improve their irrigation infrastructure to combat drought. Drought can dramatically alter local ecosystems and negatively influences native plant populations, wildlife habitat, domestic grazing, and local agriculture operations.

The District Wildlife Biologist will assist the NRCS with ongoing Conservation Plans. The District is an important local source for providing custom seed mixes for specific habitats. In 2024, GCD provided seed mixes to many private landowners to mitigate construction disturbance and recover native species. The District consulted with HOA managers and forestry contractors to offer custom seed mixes best suited for those constituents. We will continue to develop Conservation Plans for private lands to increase soil/water quality, improve irrigation systems, enhance grazing, and improve wildlife habitat.

The District will continue implementing Farm Bill programs, including EQIP (Environmental Quality Incentives Programs), CSP (Conservation Stewardship Program), and ACEP (the Agricultural Conservation Easement Program). We will also continue to participate in projects that conserve sagebrush steppe through the Sage-Grouse Initiative program. These projects can be measured in the number of acres enhanced, pounds of seed sold, number of acres treated with herbicide, etc.

Gunnison County funds will allow the District to continue to bring additional acreage under improved management for Gunnison sage-grouse conservation. This supports the County's efforts to promote and engage in Gunnison sage-grouse conservation programs, including the County's leadership on the Gunnison Basin Sage-grouse Strategic Committee and the funding provided for sage-grouse reviews on building permits and other land use applications. For the last several years, the District has assisted NRCS with bringing close to 10,000 acres under improved management annually and anticipates similar numbers in 2025. This acreage and the number of people reached through sage grouse related educational programs will be the metrics to measure success.

The District will help the County provide natural resources education programs for students of all ages. County support will provide funding for the District Manager to continue to provide and improve the annual bioengineering workshop, 7th Grade Mill Creek Youth Summit, and 4th Grade Water Festival. We also aim to expand our services to include pollinator gardening workshops (held annually), cheatgrass treatment workshops, and other similar landowner education programs. These activities can be measured by the number of students and adults engaged in the various educational programs.

The District appreciates the continued support of Gunnison County and looks forward to a productive working relationship.

4. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format

Lupita Halligan, Senior Accountant

LHalligan@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance

Attn: Lupita Halligan

200 E Virginia Ave

Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Gunnison Conservation District

Dollar Value of County Funds Awarded: $8,000

Funding Recipient's Total 2024 Annual Budget: 2024 revenue $145,197.50, 2024 expenses 134,040.84

Other Funding Sources (please list source names and amounts received):

Colorado State Conservation Board - $57,354.00

Professional fees - 7,175.23

Direct Assistance - $8,688.61

National Fish and Wildlife Foundation - $36,821.87

Seed and herbicide retail sales profit - $3,506.73

City Of Gunnison - $2,500

USFS Disaster Mitigation - $9,000.00

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 87%

How the County Funds Were Spent: Gunnison County funds were spent on operating expenses and salaries. County funds paid approximately 22.79% of the District Manager's wages, which total about $35,100 per year. These wages enabled the District Manager to pursue other funding sources (listed above) and allowed the District to leverage this grant for matching funds. All grant funds were used to conserve soil health, water quality, wildlife habitat and other projects for sustainable agricultural land management in Gunnison County and neighboring parts of Hinsdale and Saguache Counties.

Number of Clients Assisted during the Funding Year: 78 retail customers 250 landowners and students

Customer Results Achieved via the County Funds:
Hosted educational events including Annual meeting, 4th Grade Water Festival, 7th Grade Mill Creek festival, and a Polinator Garden Workshop = 250 community outreach.

Seed to restore = or < 230 acres, herbicide to restore = or >200 acres
Pollinator Gardening, Assistance with 17 contracts, total number of acres = 19,490

How Your Customer Results Were Measured: Acres treated with herbicide were estimated based on the volume of chemical sold and recommended application rates (ounces per acre). Acres seeded are estimated based on pounds of seed sold and the recommended seeding rate for each seed mix. Acres with conservation plans were totaled through annual reports provided by GCD wildlife biologist, Aleshia Rummel and Ben Prior. Education events included attendance from students and landowners (counted at the events).

Submit this report to **one** of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

Fax: (970) 641-3061

CSCB Supervisor's List

Year: 2024

District Information

District: Gunnison | Phone: 970-707-3047 | Fax:

Email: gunnisoncd2006@gmail.com | Website: https://www.gunnisonconse

Mailing Address:

Physical Address: 216 N Colorado St Gunnison Colorado 81230

Social Media Sites: https://www.facebook.com/c

Monthly Meeting Dates/Times: Third Tuesday of the Month

*Board Supervisor Name: William Ketterhagen

*Board Supervisor Email: bketterhagen@hotmail.com

Member Information

Does your District have Term Limits? ☐ Yes ☑ No

District Manager: Tonya Carr | Phone: 970-707-3047 | Fax:

Email: tonya.carr@usda.gov

Mailing Address: 216 N Colorado St Gunnsison, Colorado 81230

Physical Address: 216 N Colorado St Gunnsison, Colorado 81230

President: William Ketterhagen | Phone: | Fax:

Email: bketterhagen@hotmail.com

Mailing Address: 954 CR 13, Gunnison, CO 81230

Physical Address: 954 CR 13, Gunnison, CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 03/2015	Elected 05/2018	Expires 2025	Consecutively Elected 2

CSCB Supervisor's List

Vice President: Dan Zadra | Phone: 970-901-5227 | Fax:

Email: dan.zadra@state.co.us

Mailing Address: 151 Ute Lane, Gunnison CO 81230

Physical Address: 151 Ute Lane, Gunnison CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 07/2014	Elected 05/2016	Expires 2027	Consecutively Elected 3

Secretary/Treasurer: Rufus Wilderson | Phone: 970-765-6964 | Fax:

Email: rwilderson@wildersonlaw.com

Mailing Address: 24441 Hwy 149, Gunnison, CO 81230

Physical Address: 24441 Hwy 149, Gunnison, CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 05/2012	Elected 05/2012	Expires 2024	Consecutively Elected 4

Member (4): Janet Coury | Phone: 970-641-4114 | Fax:

Email: buckhornapps@aol.com

Mailing Address: 3452 CR730, Gunnison, CO 81230

Physical Address: 3452 CR730, Gunnison, CO 81230

Month/Year	Month/Year	Term	# Terms
Appointed 08/2018	Elected 05/2022	Expires 2025	Consecutively Elected 2

Member (5): John Rozman | Phone: 970-349-5533 | Fax:

Email: rozmanranch@crestedbutte.net

Mailing Address: 24063 Hwy 135, Crested Butte, CO 81224

Physical Address: 24063 Hwy 135, Crested Butte, CO 81224

Month/Year	Month/Year	Term	# Terms
Appointed 05/1981	Elected 05/1984	Expires 2027	Consecutively Elected 11

CSCB Supervisor's List

Member (6):	Brooke Vasquez		Phone:	970-376-2150	Fax:
Email:	brooke.vasquez@state.co.us				
Mailing Address:	3452 CR730, Gunnison, CO 81230				
Physical Address:	3452 CR730, Gunnison, CO 81230				
Month/Year Appointed	08/2018	Month/Year Elected	05/2022	Term Expires 2025	# Terms Consecutively Elected 2
Member (7):			Phone:		Fax:
Email:					
Mailing Address:					
Physical Address:					
Month/Year Appointed		Month/Year Elected		Term Expires	# Terms Consecutively Elected
Member (8):			Phone:		Fax:
Email:					
Mailing Address:					
Physical Address:					
Month/Year Appointed		Month/Year Elected		Term Expires	# Terms Consecutively Elected
Member (9):			Phone:		Fax:
Email:					
Mailing Address:					
Physical Address:					
Month/Year Appointed		Month/Year Elected		Term Expires	# Terms Consecutively Elected

GENERAL FUND BUDGET

Gunnison CONSERVATION

JANUARY 1 - DECEMBER 31, 2024

DESCRIPTION	BUDGET YEAR 2022	Estimate BUDGET YEAR 2023	Proposed BUDGET YEAR 2024
Beginning Balance January 1	37,371.48	28,718.66	49,315.71
REVENUE			
Admin/District Income:			
Annual meeting income	480.00	345.00	350.00
Equipment rental income	0.00	0.00	0.00
Interest income	30.00	31.00	35.00
Professional fees income	9,500.00	5,025.35	7,000.00
Products:			
Herbicide income	7,341.10	2,727.45	3,000.00
PAM income	331.50	752.00	400.00
Seed income	16,200.00	19,711.34	22,000.00
Shipping income	570.00	710.00	825.00
Seedling sales	0.00	0.00	0.00
Grants			
State (Specify Agency & Grants Name(s) below)			
Direct Assistance	9,243.41	8,625.00	8,000.00
Conservation District Technician (DCT)	45,441.00	54,686.69	52,667.00
USFS Disaster Mitigation	0.00	0.00	9,700.00
Other: CACD Education Grant			1,000.00
Federal (Specify Agency & Grant Name)			
NFWF	30,030.27	43,615.13	30,030.27
Other: UGRWCD	1,979.53	798.00	2,000.00
National Garden Club	500.00	500.00	500.00
County			
Gunnison	6,000.00	6,000.00	6,000.00
Hinsdale	0.00	0.00	0.00
Saguache	0.00	0.00	0.00
Other Income (Specify below)			
City of Gunnison	1,300.00	0.00	2,500.00
TOTAL REVENUE	128,946.81	143,526.96	146,007.27
TOTAL AVAILABLE FUNDS			

DESCRIPTION	BUDGET YEAR 2022	Estimate BUDGET YEAR 2023	Proposed BUDGET YEAR 2024
EXPENDITURES			
COGS Grants			
Other: UGRWCD	1,979.53		
National Garden Club	346.07	500.00	
USFS Disaster Mitigation		13,000.00	9,700.00
COGS Products			
COGS Herbicide	5,708.03	0.00	0.00
COGS PAM	0.00	0.00	0.00
COGS Seed	14,400.00	18,205.85	20,000.00
COGS Shipping	570.00	710.00	750.00
COGS Seedlings	0.00	0.00	0.00
Operating Expenses			
Advertising and marketing	0.00	150.00	50.00
Annual meeting expense	647.04	689.00	700.00
Dues and subscriptions	2,000.00	2,761.00	1,850.00
Elections	70.00	68.00	0.00
Information/Education	150.00	1,967.00	2,000.00
Insurance W/C and Liability	2,444.00	2,570.00	2,200.00
Bank/Merchant fees	42.00	50.00	50.00
Office supplies	625.26	100.00	300.00
Payroll taxes	5,776.92	6,124.88	7,200.00
Postage and delivery	18.50	25.00	50.00
Professional fees -bookkeeping	1,460.00	425.00	1,500.00
Salary-DCT	52,608.08	61,397.18	59,470.00
Salary-DM	20,000.00	10,400.00	39,000.00
Sales tax license fee	40.00	38.00	40.00
Travel and meetings	0.00	41.00	300.00
Sales tax	730.00	858.00	750.00
Contract Labor - PT DM		1,850.00	700.00
TOTAL EXPENDITURES	109,615.43	121,929.91	146,610.00
Annual Net (Revenue - Total Expenditures)	19,331.38	21,597.05	-602.73
Ending Balance December 31 (Beginning Bal. + Annual Net)	$54,464.47	$49,315.71	$48,681.37
Emergency Reserves - Do NOT Spend (3% of Annual Expenditures)	$ 2,556.86	$ 3,657.90	$ 3,288.46
Unrestricted Reserves (Ending Balance - Emergency Res.)	$51,907.61	$45,657.81	$45,392.91

Letter of Budget Transmittal

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE ADOPTED BUDGET AND TAX LEVY CERTIFICATION.

To: Division of Local Government
Attn: Budget Program Manager
1313 Sherman St Rm 521
Denver CO 80203

Date: Dec 18, 2023

Dear Budget Program Manager,

Attached is the 2024 budget for the Gunnison Conservation District in Gunnison, Saguache & Hinsdale County(ies), submitted pursuant to Section 29-1-113, CRS. This budget was adopted on December 19, 2023. If there are any questions about the budget, please contact Suzie Bilberry at 970-399-8194. The mill levy certified to the County Commissioners is N/A mills for all general operating purposes. Based on an assessed valuation of $0.00, the property tax revenue subject to statutory limitation is $0.00.

(Please enclose a copy of the certification of mill levies sent to the County Commissioners.)

I hereby certify the enclosed are true and accurate copies of the budget and certification of tax levies to the Board of County Commissioners.

Treasurer or President

Budget Message

Gunnison _____ Conservation District

PURPOSE: The budget message is used to describe several features of the budget and must include: important features of the budget, the budgetary basis of accounting, and description of the services to be delivered during the budget year.

The message is a statutory requirement included with the budget. (29-1-103(1)(e), C.R.S.)

INSTRUCTIONS: Please fill in any blank and check items as applicable.

Section 1

The district's General Fund Budget (attached) includes the following important features

Tax Levy

We have a tax levy of N/A mills which generates $_____ which is _____% of our revenue.

Revenue Source

Most of our revenue is income derived though: (example: tree sales, equipment rental, grants, etc.)

Sale of seeds and herbidice as well as grants.

Expenses

Our expenses consist mainly: (example: salaries, educational materials, landowner tours, pass-through, etc.)

Salaries, cost of goods sold, operating expenses, educational opportunities for county residents

Explanatory Budget Notes

Describe the important features of the budget: (example: declining/increasing revenues, large purchases, new activities, etc.)

Budget is similar to previous years.

Section 2

The district uses the following budgetary basis for accounting **(choose one)**:

☐ cash basis ☐ modified accrual basis ☑ accrual basis

Section 3

The services this district offers are **(choose as many as applicable)**:

- ■ conservation education materials and program to youth & adults
- ■ nature resource conservation recommendations to citizens
- ■ tours and demonstrations of conservation practices to public
- ■ literature on technical assistance and cost-share programs
- ☐ approval of federal program contracts for local land owners & NRCS
- ■ subdivision reviews for the county
- ☐ conservation equipment rental for district land owners
- ☐ scholarship for college or youth resource camp
- ☐ natural resource workshop for local teachers

☐ other:

RESOLUTION TO ADOPT BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES AND ADOPTING A BUDGET FOR THE Gunnison **CONSERVATION DISTRICT, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY** 2024 **AND ENDING ON THE LAST DAY OF DECEMBER** 2024**.**

WHEREAS, the Board of Supervisors of the Gunnison Conservation District has appointed Suzie Bilberry to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Suzie Bilberry has submitted a proposed budget to this governing body on December 19, 2023 for its consideration and;

WHEREAS, up due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 19, 2023 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, revenues plus fund balances are greater than or equal to planned expenditures and accordingly the budget is balanced as required by law.

NOW, THEREFORE, BE IT RESOLOVED BY THE BOARD OF SUPERVISORS OF THE Gunnison CONSERVATION DISTRICT, COLORADO:

Section 1 *That estimated expenditures are as follows:*

General Fund (include actual expenditures + unrestricted reserves)	$149,898.46

Section 2 *That estimated revenues are as follows:*

From sources other than General Property Tax	$146,007.27
From General Property Tax	$0.00
Total General Fund (include actual income + unrestricted reserves)	$146,007.27

Section 3 That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Gunnison Conservation District for the year stated above.

Section 4 That the budget hereby approved and adopted shall be signed by President and Treasurer, and made a part of the public records of the district.

ADPOTED, this 19 day of December, 2023

President

Treasurer

RESOLUTION TO APPROPRIATE SUMS OF MONEY

A RESOLUTION APPROPRIATING SUMS OF MONEY IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE Gunnison **CONSERVATION DISTRICT, COLORADO, FOR THE** 2024 **BUDGET YEAR.**

WHEREAS, the Board of Supervisors has adopted the annual budget in accordance with the local government budget law on December 19, 202, and;

WHEREAS, the Board of Supervisors has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below so as not to impair the operations of the district.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE Gunnison CONSERVATION DISTRICT, COLORADO:

Section 1 *That the following sums are hereby appropriated from the revenue of the general fund for the purpose stated:*

General Fund	
Estimated Expenditures (total expenses for budget year)	$ 146,610.00
Additional Appropriation	$
Total funds appropriated for budget year	$ 188,979.35
Fund Additional to General (if applicable)	
Estimated Expenditures (total expenses for budget year)	$ 0.00
Additional Appropriation	$ 0.00
Total funds appropriated for budget year	$ 0.00

ADOPTED THIS 19th DAY OF December, 2024

Attest:

President

Treasurer

RESOLUTION/ORDINANCE TO SET MILL LEVIES

A RESOLUTION/AN ORDIANCE LEVING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE Gunnison CONSERVATION DISTRICT, COLORADO, FOR THE 2024 BUDGET YEAR.

WHEREAS, the Board of Supervisors of the Gunnison Conservation District, has adopted the annual budget in accordance with the local government budget law on December 19, 2023, and;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from real property tax revenue is $0.00, and;

WHEREAS, the 2023 valuation for assessment for the conservation district as certified by the County Assessor(s) is $0.00.

NOW, THEREFORE, BE IT RESOLVED/ORDAINED BY THE BOARD OF SUPERVISORS OF THE Gunnison CONSERVATION DISTRICT, COLORADO.

Section 1	That for the purpose of meeting all general operating expenses of the Gunnison Conservation District during the 2024 budget year, there is hereby levied a tax of N/A mills upon each dollar of the total valuation for assessment of all taxable real property within the district for the year 2024.
Section 2	That the treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Gunnison, Saguache & Hinsdale County(ies), Colorado, the mill levies for the Gunnison Conservation District is hereinabove determined and set.

ADOPTED this 19 day of December, 2023

Attest:

President

Treasurer

Gunnison Conservation District

Budget vs. Actuals September 2024

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Administrative Income	500.00		500.00	
Annual Meeting Income	460.00	460.00	0.00	100.00 %
Interest Income		35.00	(35.00)	
Other Income		0.00	0.00	
Donations	100.00		100.00	
Total Other Income	**100.00**	**0.00**	**100.00**	
Total Administrative Income	**1,060.00**	**495.00**	**565.00**	**214.14 %**
Grant Income				
Direct Assistance (Colorado State Conservation)	8,688.61	8,000.00	688.61	108.61 %
District Conservation Technician Grant	41,354.03	52,667.00	(11,312.97)	78.52 %
Government Grants				
City of Gunnison	2,500.00	2,500.00	0.00	100.00 %
Gunnison County	11,779.91	6,000.00	5,779.91	196.33 %
Total Government Grants	**14,279.91**	**8,500.00**	**5,779.91**	**168.00 %**
Miscellaneous Grants	1,700.00	3,500.00	(1,800.00)	48.57 %
NFWF	22,821.87	30,030.28	(7,208.41)	76.00 %
USFS Disaster Mitigation		9,700.00	(9,700.00)	
Total Grant Income	**88,844.42**	**112,397.28**	**(23,552.86)**	**79.04 %**
Professional Fees Income	6,262.73	7,000.00	(737.27)	89.47 %
Sales Income	371.56		371.56	
Herbicide Income	418.65	1,231.00	(812.35)	34.01 %
Seed Income	8,284.79	22,000.00	(13,715.21)	37.66 %
Shipping Income		825.00	(825.00)	
Total Sales Income	**9,075.00**	**24,056.00**	**(14,981.00)**	**37.72 %**
Total Income	**$105,242.15**	**$143,948.28**	**$ (38,706.13)**	**73.11 %**
Cost of Goods Sold				
COGS				
Seed COGS	4,870.67	20,000.00	(15,129.33)	24.35 %
Total COGS	**4,870.67**	**20,000.00**	**(15,129.33)**	**24.35 %**
Total Cost of Goods Sold	**$4,870.67**	**$20,000.00**	**$ (15,129.33)**	**24.35 %**
GROSS PROFIT	**$100,371.48**	**$123,948.28**	**$ (23,576.80)**	**80.98 %**
Expenses				
Grant Expense				
USFS Disaster Mitigation	3,280.16	9,700.00	(6,419.84)	33.82 %
Total Grant Expense	**3,280.16**	**9,700.00**	**(6,419.84)**	**33.82 %**
Operating Expenses				
Advertising and Marketing	299.02	125.00	174.02	239.22 %
Annual Meeting	696.33	586.00	110.33	118.83 %
Bank/Merchant Fees		50.00	(50.00)	
City Sales Tax Fees	38.20		38.20	

Gunnison Conservation District

Budget vs. Actuals September 2024

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Dues	835.57	400.00	435.57	208.89 %
Education		2,000.00	(2,000.00)	
Fieldwork Expenses		0.00	0.00	
Insurance				
Liability		2,145.00	(2,145.00)	
W. Comp		55.00	(55.00)	
Total Insurance		**2,200.00**	**(2,200.00)**	
Licenses and Fees		40.00	(40.00)	
Office Supplies		300.00	(300.00)	
Postage		50.00	(50.00)	
PR Tax exp prior to 2022		0.00	0.00	
Professional Fees				
Bookkeeping	504.00	1,500.00	(996.00)	33.60 %
Total Professional Fees	**504.00**	**1,500.00**	**(996.00)**	**33.60 %**
Sales tax exp prior to 2022		0.00	0.00	
Sales Tax expense	373.19	750.00	(376.81)	49.76 %
Shipping	6.27	750.00	(743.73)	0.84 %
Subscriptions	1,405.00	1,500.00	(95.00)	93.67 %
Travel	293.46	300.00	(6.54)	97.82 %
Total Operating Expenses	**4,451.04**	**10,551.00**	**(6,099.96)**	**42.19 %**
Payroll Expenses	2,562.91		2,562.91	
CO Withholding Tax	599.80		599.80	
Famli	168.35		168.35	
Fed Withholding Tax	0.00		0.00	
Medicare Withholding Tax	0.00		0.00	
Payroll Taxes	5,756.34	7,200.00	(1,443.66)	79.95 %
SS Employee Withholding	0.00		0.00	
Wages	15,812.82		15,812.82	
DCT	24,820.88	59,470.00	(34,649.12)	41.74 %
DM	16,245.05	39,000.00	(22,754.95)	41.65 %
Total Wages	**56,878.75**	**98,470.00**	**(41,591.25)**	**57.76 %**
Total Payroll Expenses	**65,966.15**	**105,670.00**	**(39,703.85)**	**62.43 %**
Total Expenses	**$73,697.35**	**$125,921.00**	**$ (52,223.65)**	**58.53 %**
NET OPERATING INCOME	**$26,674.13**	**$ (1,972.72)**	**$28,646.85**	**(1,352.15 %)**
Other Income				
Sales Tax discounts		0.00	0.00	
Total Other Income	**$0.00**	**$0.00**	**$0.00**	**0.00%**
Other Expenses				
Reconciliation Discrepancies-1	(34.89)		(34.89)	
Total Other Expenses	**$ (34.89)**	**$0.00**	**$ (34.89)**	**0.00%**
NET OTHER INCOME	**$34.89**	**$0.00**	**$34.89**	**0.00%**

Gunnison Conservation District

Budget vs. Actuals September 2024

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET INCOME	**$26,709.02**	**$ (1,972.72)**	**$28,681.74**	**(1,353.92 %)**

Gunnison Conservation District

Profit and Loss

January 1 - September 11, 2024

	TOTAL
Income	
Administrative Income	500.00
Annual Meeting Income	460.00
Other Income	
Donations	100.00
Total Other Income	**100.00**
Total Administrative Income	**1,060.00**
Grant Income	
Direct Assistance (Colorado State Conservation)	8,688.61
District Conservation Technician Grant	41,354.03
Government Grants	
City of Gunnison	2,500.00
Gunnison County	11,779.91
Total Government Grants	**14,279.91**
Miscellaneous Grants	1,700.00
NFWF	22,821.87
Total Grant Income	**88,844.42**
Professional Fees Income	6,262.73
Sales Income	371.56
Herbicide Income	418.65
Seed Income	8,284.79
Total Sales Income	**9,075.00**
Total Income	**$105,242.15**
Cost of Goods Sold	
COGS	
Seed COGS	4,870.67
Total COGS	**4,870.67**
Total Cost of Goods Sold	**$4,870.67**
GROSS PROFIT	**$100,371.48**
Expenses	
Grant Expense	
USFS Disaster Mitigation	3,280.16
Total Grant Expense	**3,280.16**
Operating Expenses	
Advertising and Marketing	299.02
Annual Meeting	696.33
City Sales Tax Fees	38.20
Dues	835.57

Gunnison Conservation District

Profit and Loss

January 1 - September 11, 2024

	TOTAL
Professional Fees	
Bookkeeping	504.00
Total Professional Fees	**504.00**
Sales Tax expense	373.19
Shipping	6.27
Subscriptions	1,405.00
Travel	293.46
Total Operating Expenses	**4,451.04**
Payroll Expenses	2,562.91
CO Withholding Tax	599.80
Famli	168.35
Payroll Taxes	5,756.34
Wages	15,812.82
DCT	24,820.88
DM	16,245.05
Total Wages	**56,878.75**
Total Payroll Expenses	**65,966.15**
Total Expenses	**$73,697.35**
NET OPERATING INCOME	**$26,674.13**
Other Expenses	
Reconciliation Discrepancies-1	(34.89)
Total Other Expenses	**$ (34.89)**
NET OTHER INCOME	**$34.89**
NET INCOME	**$26,709.02**

Gunnison Conservation District

Balance Sheet

As of September 11, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
GS & L CD	20,779.17
Operating GS & L	98,263.84
Petty Cash	361.71
Total Bank Accounts	**$119,404.72**
Accounts Receivable	
Accounts Receivable	1,530.86
Total Accounts Receivable	**$1,530.86**
Total Current Assets	**$120,935.58**
TOTAL ASSETS	**$120,935.58**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	261.25
Total Accounts Payable	**$261.25**
Other Current Liabilities	
City of Gunnison Payable	1,199.88
Colorado Department of Revenue Payable	1,573.91
Payroll Liabilities	34.99
CO Income Tax	1,349.00
CO Unemployment Tax	(0.18)
CO WH Payable	544.80
FAMLI	75.44
FED WH Payable	357.72
Federal Taxes (941/943/944)	2,563.15
Federal Unemployment (940)	84.00
SS/MED Payable	892.54
Total Payroll Liabilities	**5,901.46**
Total Other Current Liabilities	**$8,675.25**
Total Current Liabilities	**$8,936.50**
Total Liabilities	**$8,936.50**
Equity	
Opening Balance Equity	(682.49)
Retained Earnings	85,972.55
Net Income	26,709.02
Total Equity	**$111,999.08**
TOTAL LIABILITIES AND EQUITY	**$120,935.58**

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

FOR LOCAL GOVERNMENTS WITH EITHER REVENUES OR EXPENDITURES MORE THAN $100,000 BUT NOT MORE THAN $750,000

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed $750,000 for the year.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA) for approval.

Any preparer of an Application for Exemption from Audit must be an independent accountant with knowledge of governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END. FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END. *APPLICATIONS FOR EXEMPTION FROM AUDIT SUBMISSIONS ARE NOT ELIGIBLE FOR AN EXTENSION OF TIME.*

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE **MODIFIED ACCRUAL BASIS**
PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A **BUDGETARY BASIS**

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUATORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED.

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT THIS ADDRESS:
http://www.lexisnexis.com/hottopics/Colorado/

CHECKLIST

- ☐ **Has the preparer signed the application?**
- ☐ **Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?**
- ☐ **Has the application been PERSONALLY reviewed and approved by the governing body?**
- ☐ **Are all sections of the form complete, including responses to all of the questions?**
- ☐ **Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?**
- ☐ **Will this application be submitted electronically?**
  - ☐ **If yes, have you read and understand the new Electronic Signature Policy? See new policy** here

  --or--
  - ☐ **Have you included a resolution?**
  - ☐ **Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?**
  - ☐ **Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)**
- ☐ **Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)**
  - ☐ **If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?**

Checkout our web portal. Register your account and submit electronic Applications for Exemption From Audit, Extension of Time to File requests, Audited Financial Statements, and more! See the link below.

Click here to go to the portal

FILING METHODS

WEB PORTAL: Register and submit your Applications at our web portal: **https://apps.leg.co.gov/osa/lg** **For faster processing the web portal is the preferred method for submission**

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

Please Note: The OSA's email addresses have changed as of December 1, 2023. Please ensure you are using the email address noted below.

QUESTIONS? Email: osa.lg@coleg.gov or Phone: 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.
Governmental Activity should be reported on the Modified Accrual Basis
Proprietary Activity should be reported on the Cash or Budgetary Basis -- A Budget to GAAP reconciliation is provided in Part 3
Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.
In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT	GUNNISON SOIL CONSERVATION DISTRICT
ADDRESS	216 N COLORADO GUNNISON CO 81230
CONTACT PERSON	SUZIE BILBERRY
PHONE	970 707 3047
EMAIL	GUNNISONCD2006@GMAIL.COM

For the Year Ended
12/31/2023
or fiscal year ended:

CERTIFICATION OF PREPARER

I certify that I am an independent accountant with **knowledge of governmental accounting** and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least $100,000 but not more than $750,000, and that independent means someone who is separate from the entity.

NAME:	CYNTHIA A WEST
TITLE	PUBLIC ACCOUNTANT
FIRM NAME (if applicable)	CA WEST BOOKKEEPING
ADDRESS	234 N MAIN ST GUNNISON CO 81230
PHONE	970 641 5644
RELATIONSHIP TO ENTITY	HIRED PREPARER

PREPARER (SIGNATURE REQUIRED)	DATE PREPARED
Cynthia A West	3-28-24

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]	YES	NO	If Yes, date filed:
	☐	☐	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Line #	Description	Governmental Funds (Modified Accrual Basis) Fund*	Fund*	Description	Proprietary/Fiduciary Funds (Cash or Full Accrual Basis) Fund*	Fund*	Please use this space to provide explanation of any items on this page
	Assets			**Assets**			
1-1	Cash & Cash Equivalents	$-	$-	Cash & Cash Equivalents	$-	89638 $-	
1-2	Investments	$-	$-	Investments	$-	$-	
1-3	Receivables	$-	$-	Receivables	$-	696 $-	
1-4	Due from Other Entities or Funds	$-	$-	Due from Other Entities or Funds	$-	$-	
1-5	Property Tax Receivable	$-	$-	Other Current Assets [specify...] UNDEPOSITED FUNDS	$-	37 $-	
	All Other Assets [specify...]			Total Current Assets	$-	90371 $-	
1-6	Lease Receivable (as Lessor)	$-	$-	Capital & Right to Use Assets, net (from Part 6-4)	$-	$-	
1-7		$-	$-	Other Long Term Assets [specify...]	$-	$-	
1-8		$-	$-		$-	$-	
1-9		$-	$-		$-	$-	
1-10		$-	$-		$-	$-	
1-11	(add lines 1-1 through 1-10) TOTAL ASSETS	$-	$-	(add lines 1-1 through 1-10) TOTAL ASSETS	$-	90371 $-	
	Deferred Outflows of Resources:			**Deferred Outflows of Resources**			
1-12	[specify...]	$-	$-	[specify...]	$-	$-	
1-13	[specify...]	$-	$-	[specify...]	$-	$-	
1-14	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	$-	$-	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	$-	$-	
1-15	TOTAL ASSETS AND DEFERRED OUTFLOWS	$-	$-	TOTAL ASSETS AND DEFERRED OUTFLOWS	$-	$-	
	Liabilities			**Liabilities**			
1-16	Accounts Payable	$-	$-	Accounts Payable	$-	1177 $-	
1-17	Accrued Payroll and Related Liabilities	$-	$-	Accrued Payroll and Related Liabilities	$-	3610 $-	
1-18	Unearned Revenue	$-	$-	Accrued Interest Payable	$-	$-	
1-19	Due to Other Entities or Funds	$-	$-	Due to Other Entities or Funds	$-	$-	
1-20	All Other Current Liabilities	$-	$-	All Other Current Liabilities	$-	$-	
1-21	TIES(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	$-	$-	IES(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	$-	4787 $-	
1-22	All Other Liabilities [specify...] All Other Liabilities [specify...]	$-	$-	Proprietary Debt Outstanding (from Part 4-4) Proprietary	$-	$-	
1-23		$-	$-	Other Liabilities [specify...]: Other Liabilities [specify...]:	$-	$-	
1-24		$-	$-		$-	$-	
1-25		$-	$-		$-	$-	
1-26		$-	$-		$-	$-	
1-27	(add lines 1-21 through 1-26) TOTAL LIABILITIES	$-	$-	(add lines 1-21 through 1-26) TOTAL LIABILITIES	$-	4787 $-	
	Deferred Inflows of Resources:			**Deferred Inflows of Resources**			
1-28	Deferred Property Taxes	$-	$-	Pension/OPEB Related	$-	$-	
1-29	Lease related (as lessor)	$-	$-	Other [specify...] Other [specify...]	$-	$-	
1-30	OWS(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	$-	$-	OWS(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	$-	$-	
	Fund Balance			**Net Position**			
1-31	Nonspendable Prepaid	$-	$-	Net Investment in Capital and Right-to Use Assets	$-	$-	
1-32	Nonspendable Inventory	$-	$-				
1-33	Restricted [specify...]	$-	$-	Emergency Reserves	$-	$-	
1-34	Committed [specify...]	$-	$-	Other Designations/Reserves	$-	$-	
1-35	Assigned [specify...]	$-	$-	Restricted	$-	$-	
1-36	Unassigned:	$-	$-	Undesignated/Unreserved/Unrestricted	$-	85584 $-	
1-37	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL FUND BALANCE	$-	$-	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL NET POSITION	$-	85584 $-	
1-38	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	$-	$-	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION	$-	90371 $-	

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds Fund:	Fund:	Description	Proprietary/Fiduciary Funds Fund:	Fund:	Please use this space to provide explanation of any items on this page
	Tax Revenue			**Tax Revenue**			
2-1	**Property** [include mills levied in Question 10-6]	$-	$-	**Property** [include mills levied in Question 10-6]	$-	$-	
2-2	**Specific Ownership**	$-	$-	**Specific Ownership**	$-	$-	
2-3	**Sales and Use Tax**	$-	$-	**Sales and Use Tax**	$-	$-	
2-4	**Other Tax Revenue** [specify...]:	$-	$-	**Other Tax Revenue** [specify...]:	$-	$-	
2-5		$-	$-		$-	$-	
2-6		$-	$-		$-	$-	
2-7		$-	$-		$-	$-	
2-8	TOTAL TAX REVENUEAdd lines 2-1 through 2-7 TOTAL TAX REVENUEAdd lines 2-1 through 2-7	$-	$-	TOTAL TAX REVENUEAdd lines 2-1 through 2-7 TOTAL TAX REVENUEAdd lines 2-1 through 2-7	$-	$-	
2-9	**Licenses and Permits**	$-	$-	**Licenses and Permits**	$-	$-	
2-10	**Highway Users Tax Funds** (HUTF) Highway Users Tax Funds (HUTF)	$-	$-	**Highway Users Tax Funds** (HUTF) Highway Users Tax Funds (H	$-	$-	
2-11	**Conservation Trust Funds** (Lottery) Conservation Trust Funds (Lotte	$-	$-	**Conservation Trust Funds** (Lottery) Conservation Trust Funds (	$-	$-	
2-12	**Community Development Block Grant**	$-	$-	**Community Development Block Grant**	$-	$-	
2-13	**Fire & Police Pension**	$-	$-	**Fire & Police Pension**	$-	$-	
2-14	**Grants**	$-	$-	**Grants**	114225 $-	$-	
2-15	**Donations**	$-	$-	**Donations**	$-	$-	
2-16	**Charges for Sales and Services**	$-	$-	**Charges for Sales and Services**	29819 $-	$-	
2-17	**Rental Income**	$-	$-	**Rental Income**	$-	$-	
2-18	**Fines and Forfeits**	$-	$-	**Fines and Forfeits**	$-	$-	
2-19	**Interest/Investment Income**	$-	$-	**Interest/Investment Income**	31 $-	$-	
2-20	**Tap Fees**	$-	$-	**Tap Fees**	$-	$-	
2-21	**Proceeds from Sale of Capital Assets**	$-	$-	**Proceeds from Sale of Capital Assets**			
2-22	**All Other** [specify...]: All Other [specify...]:	$-	$-	**All Other** [specify...]: All Other [specify...]:	$-	$-	
2-23		$-	$-		$-	$-	
2-24	TOTAL REVENUESAdd lines 2-8 through 2-23 TOTAL REVENUES	$-	$-	TOTAL REVENUESAdd lines 2-8 through 2-23 TOTAL REVENUES	144075 $-	$-	
	Other Financing Sources			**Other Financing Sources**			
2-25	**Debt Proceeds**	$-	$-	**Debt Proceeds**	$-	$-	
2-26	**Lease Proceeds**	$-	$-	**Lease Proceeds**	$-	$-	
2-27	**Developer Advances**	$-	$-	**Developer Advances**	$-	$-	
2-28	**Other** [specify...]: Other [specify...]:	$-	$-	**Other** [specify...]: Other [specify...]:	$-	$-	
2-29	TOTAL OTHER FINANCING SOURCES Add lines 2-25 through 2-28	$-	$-	TOTAL OTHER FINANCING SOURCES Add lines 2-25 through 2-28	0 $-	$-	GRAND TOTALS
2-30	TOTAL REVENUES AND OTHER FINANCING SOURCES Add lines 2-24 and 2-29	$-	$-	TOTAL REVENUES AND OTHER FINANCING SOURCES Add lines 2-24 and 2-29	144075 $-	$-	$-

IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than $750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than $750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

ATEMENTS - OPERATING STATEMENT - EXPENDITURES/EXPENSES PART 3 - FINANCIAL STATEMENTS - OPERATING STATEMENT - EXP

Line #	Description	Governmental Funds Fund*	Fund*	Description	Proprietary/Fiduciary Funds Fund*	Fund*	Please use this space to provide explanation of any items on this page
	Expenditures			**Expenses**			
3-1	General Government	$-	$-	General Operating & Administrative	5008 $-	$-	
3-2	Judicial	$-	$-	Salaries	68649 $-	$-	
3-3	Law Enforcement	$-	$-	Payroll Taxes	8246 $-	$-	
3-4	Fire	$-	$-	Contract Services	$-	$-	
3-5	Highways & Streets	$-	$-	Employee Benefits	$-	$-	
3-6	Solid Waste	$-	$-	Insurance	2541 $-	$-	
3-7	Contributions to Fire & Police Pension Assoc.	$-	$-	Accounting and Legal Fees	435 $-	$-	
3-8	Health	$-	$-	Repair and Maintenance	$-	$-	
3-9	Culture and Recreation	$-	$-	Supplies	18205 $-	$-	
3-10	Transfers to other districts	$-	$-	Utilities	$-	$-	
3-11	Other [specify...]:	$-	$-	Contributions to Fire & Police Pension Assoc.	$-	$-	
3-12		$-	$-	Other [specify...]	$-	$-	
3-13		$-	$-	SHIPPING + SUBSCRIPTIONS	3918 $-	$-	
3-14	Capital Outlay	$-	$-	Capital Outlay	$-	$-	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	$-	$-	Principal (should match amount in 4-4)	$-	$-	
3-16	Interest	$-	$-	Interest	$-	$-	
3-17	Bond Issuance Costs	$-	$-	Bond Issuance Costs	$-	$-	
3-18	Developer Principal Repayments	$-	$-	Developer Principal Repayments	$-	$-	
3-19	Developer Interest Repayments	$-	$-	Developer Interest Repayments	$-	$-	
3-20	All Other [specify...]:	$-	$-	All Other [specify...]:	$-	$-	
3-21		$-	$-		$-	$-	GRAND TOTAL
3-22	Add lines 3-1 through 3-21 TOTAL EXPENDITURES	$-	$-	Add lines 3-1 through 3-21 TOTAL EXPENSES	107087 $-	$-	$-
3-23	Interfund Transfers (In)	$-	$-	Net Interfund Transfers (In) Out	$-	$-	
3-24	Interfund Transfers Out	$-	$-	Other [specify...][enter negative for expense]	$-	$-	
3-25	Other Expenditures (Revenues):	$-	$-	Depreciation/Amortization	$-	$-	
3-26		$-	$-	Other Financing Sources (Uses) (from line 2-28)	$-	$-	
3-27		$-	$-	Capital Outlay (from line 3-14)	$-	$-	
3-28		$-	$-	Debt Principal (from line 3-15, 3-18)	$-	$-	
3-29	(Add lines 3-23 through 3-28) TOTAL TRANSFERS AND OTHER EXPENDITURES	$-	$-	(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS	$-	$-	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, less line 3-29	$-	$-	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	36980 $-	$-	
3-31	Fund Balance, January 1 from December 31 prior year report	$-	$-	Net Position, January 1 from December 31 prior year report	48604 $-	$-	
3-32	Prior Period Adjustment (MUST explain)	$-	$-	Prior Period Adjustment (MUST explain)	0 $-	$-	
3-33	Fund Balance, December 31 Sum of Lines 3-30, 3-31, and 3-32 This total should be the same as line 1-37.	$-	$-	Net Position, December 31 Sum of Lines 3-30, 3-31, and 3-32 This total should be the same as line 1-37.	85584 $-	-	

IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than $750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.	YES	NO
4-1 Does the entity have outstanding debt?	☐	☒
4-2 Is the debt repayment schedule attached? If no, MUST explain:	☐	☐
4-3 Is the entity current in its debt service payments? If no, MUST explain:	☐	☐

Please use this space to provide any explanations or comments:

4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)Please complete the following debt schedule, if applicable: (please only include principal amounts)Please complete the following debt schedule, if applicable: (please only include principal amounts)

	Beginning of year*Outstanding at beginning of year*Outstanding	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	$-	$-	$-	$-
Revenue bonds	$-	$-	$-	$-
Notes/Loans	$-	$-	$-	$-
Lease & SBITA** Liabilities (GASB 87 & 96)Lease & SBITA** Liabilities (GASB 87 &	$-	$-	$-	$-
Developer Advances	$-	$-	$-	$-
Other (specify): Other (specify): Other (specify):	$-	$-	$-	$-
TOTAL	$-	$-	$-	$-

**Subscription Based Information Technology Arrangements

*Must agree to prior year-end balance

Please answer the following questions by marking the appropriate boxes.		YES	NO
4-5	Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]?	☐	☐
If yes:	How much? $-		
If yes:	Date the debt was authorized:		
4-6	Does the entity intend to issue debt within the next calendar year?	☐	☐
If yes:	How much? $-		
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	☐	☐
If yes:	What is the amount outstanding? $-		
4-8	Does the entity have any lease agreements?	☐	☐
If yes:	What is being leased?		
	What is the original date of the lease?		
	Number of years of lease?		
	Is the lease subject to annual appropriation?	☐	☐
	What are the annual lease payments? $-		

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances:	AMOUNT	TOTAL
5-1 YEAR-END Total of ALL Checking and Savings accounts	$96638	
5-2 Certificates of deposit	$-	
TOTAL CASH DEPOSITS		$96638

Please use this space to provide any explanations or comments:
ONLY CHECKING AND SAVINGS

Investments (if investment is a mutual fund, please list underlying investments):Investments (if investment is a mutual fund, please list underlying investm

5-3	$-	
	$-	
	$-	
	$-	
TOTAL INVESTMENTS		$-
TOTAL CASH AND INVESTMENTS		$96638

Please answer the following question by marking in the appropriate box	YES	NO	N/A
5-4 Are the entity's investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	☐	☐	☐
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain:	☐	☐	☐

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following question by marking in the appropriate box:	YES	NO	Please use this space to provide any explanations or comments:
6-1 Does the entity have capitalized assets?	☐	☑	
6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:	☐	☑	

6-3

Complete the following Capital & Right-To-Use Assets table for GOVERNMENTAL FUNDS:	Balance - beginning of the year*	Additions*	Deletions	Year-End Balance
Land	$-	$-	$-	$-
Buildings	$-	$-	$-	$-
Machinery and equipment	$-	$-	$-	$-
Furniture and fixtures	$-	$-	$-	$-
Infrastructure	$-	$-	$-	$-
Construction In Progress (CIP)	$-	$-	$-	$-
Leased & SBITA Right-to-Use Assets	$-	$-	$-	$-
Intangible Assets	$-	$-	$-	$-
Other (explain):Other (explain): Accumulated Amortization Right to Use Assets (Enter a negative, or credit, balance)Accumulated Amortization Right to Use Assets (Enter a negative, or credit, balance)	$-	$-	$-	$-
Accumulated Depreciation (Enter a negative, or credit, balance)Accumulated Depreciation (Enter a	$-	$-	$-	$-
TOTAL	$-	$-	$-	$-

6-4

Complete the following Capital & Right-To-Use Assets table for PROPRIETARY FUNDS:	Balance - beginning of the year*	Additions*	Deletions	Year-End Balance
Land	$-	$-	$-	$-
Buildings	$-	$-	$-	$-
Machinery and equipment	$-	$-	$-	$-
Furniture and fixtures	$-	$-	$-	$-
Infrastructure	$-	$-	$-	$-
Construction In Progress (CIP)Construction In Progress (CIP)	$-	$-	$-	$-
Leased & SBITA Right-to-Use Assets	$-	$-	$-	$-
Intangible Assets	$-	$-	$-	$-
Other (explain):Other (explain): Accumulated Amortization Right to Use Assets (Enter a negative, or credit, balance)Accumulated Amortization Right to Use Assets (Enter a negative, or credit, balance)	$-	$-	$-	$-
Accumulated Depreciation (Enter a negative, or credit, balance)Accumulated Depreciation (Enter a	$-	$-	$-	$-
TOTAL	$-	$-	$-	$-

* Must agree to prior year-end balance
* Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

PART 7 - PENSION INFORMATION

	YES	NO	Please use this space to provide any explanations or comments:
7-1 Does the entity have an "old hire" firefighters' pension plan?	☐	☑	DO NOT HAVE OLD HIRE OR VOLUNTEER PENSION PLANS
7-2 Does the entity have a volunteer firefighters' pension plan?	☐	☐	
If yes: Who administers the plan?	☐	☐	

Indicate the contributions from:

Tax (property, SO, sales, etc.):	$-
State contribution amount:	$-
Other (gifts, donations, etc.):	$-
TOTAL	$-
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	$-

PART 8 - BUDGET INFORMATION

Please answer the following question by marking in the appropriate box:	YES	NO	N/A	Please use this space to provide any explanations or comments:
8-1 Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	☑	☐	☐	
8-2 Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	☑	☐	☐	

If yes: Please indicate the amount appropriated for each fund separately for the year reported

Governmental/Proprietary Fund Name	Total Appropriations By Fund
GUNNISON WATERSHED DISTRICT	$ 86,302
	$-
	$-
	$-

PART 9 - TAX PAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box:	YES	NO	Please use this space to provide any explanations or comments:
9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?	☐	☐	

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box:	YES	NO	Please use this space to provide any explanations or comments:
10-1 Is this application for a newly formed governmental entity?	☐	☑	
If yes: Date of formation:			
10-2 Has the entity changed its name in the past or current year?	☐	☑	
If Yes: NEW name			
PRIOR name			
10-3 Is the entity a metropolitan district?	☐	☑	
10-4 Please indicate what services the entity provides:			
10-5 Does the entity have an agreement with another government to provide services?	☑	☐	
If yes: List the name of the other governmental entity and the services provided:			
10-6 Does the entity have a certified mill levy?	☐	☑	

If yes: Please provide the number of mills levied for the year reported (do not enter $ amounts):

Bond Redemption mills	0.000
General/Other mills	0.000
Total mills	0.000

	YES	NO	N/A
10-7 NEW 2023! If the entity is a Title 32 Special District formed on or after 7/1/2000, has the entity filed its preceding year annual report with the State Auditor as required under SB 21-262 [Section 32-1-207 C.R.S.]? If NO, please explain.	☑	☐	☐

Please use this space to provide any additional explanations or comments not previously included:

OSA USE ONLY

Entity Wide:		General Fund		Governmental Funds		Notes
Unrestricted Cash & Investments	$-	Unrestricted Fund Bala	$-	Total Tax Revenue	$-	
Current Liabilities	$-	Total Fund Balance	$-	Revenue Paying Debt Service	$-	
Deferred Inflow	$-	PY Fund Balance	$-	Total Revenue	$-	
		Total Revenue	$-	Total Debt Service Principal	$-	
		Total Expenditures	$-	Total Debt Service Interest	$-	
				Total Assets	$-	
				Total Liabilities	$-	
		Interfund In	$-			
Governmental		Interfund Out	$-	Enterprise Funds		
Total Cash & Investments	$-	Proprietary		Net Position	$-	
Transfers In	$-	Current Assets	$-	PY Net Position	$-	
Transfers Out	$-	Deferred Outflow	$-	Government-Wide		
Property Tax	$-	Current Liabilities	$-	Total Outstanding Debt	$-	
Debt Service Principal	$-	Deferred Inflow	$-	Authorized but Unissued	$-	
Total Expenditures	$-	Cash & Investments	$-	Year Authorized	12/30/1899	
Total Developer Advances	$-	Principal Expense	$-			
Total Developer Repayments	$-					

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box	YES	NO
12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	☐	☐

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedures

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as Docusign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

1) Submit the application in hard copy via the US Mail including original signatures.
2) Submit the application electronically via email and either,
a. Include a copy of an adopted resolution that documents formal approval by the Board, or
b. Include electronic signatures obtained through a software program such as Docusign or Echosign in accordance with the requirements noted above.

Below is the certification and approval of the governing body By signing, each individual member is certifying they are a duly elected or appointed officer of the local government. Governing members may be verified. Also by signing, the individual member certifies that this Application for Exemption from Audit has been prepared consistent with Section 29-1-604, C.R.S., which states that a governmental agency with revenue and expenditures of $750,000 or less must have an application prepared by an independent accountant with knowledge of governmental accounting; completed to the best of their knowledge and is accurate and true. Use additional pages if needed.

MUST Print the names of ALL members of the governing body below. | **A MAJORITY of the members of the governing body must sign below.**

1. Full Name: William Ketchagyan
   I, William Ketchagyan, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed [signature] My term Expires: 2025 Date: 5/14/24

2. Full Name: William Ketchagyan
   I, William Ketchagyan, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed Daniel M. Zadra My term Expires: 2026 Date: 5-14-24

3. Full Name: DANIEL M. ZADRA
   I, DANIEL M. ZADRA, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Rufus Wilcoxon. Signed Rufus Wilcoxon My term Expires: 2026 Date: 5/14/24

4. Full Name:
   I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed Janet Court My term Expires: 2025 Date: 5/14/24

5. Full Name: Janet Court
   I, Janet Court, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed _____ My term Expires: _____ Date:

6. Full Name:
   I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed _____ My term Expires: _____ Date:

7. Full Name:
   I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit.
   Signed _____ My term Expires: _____ Date:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Country Food Pantry

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Gunnison Country Food Pantry Aid Agreement for 2025

Fiscal Impact: 12,000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON COUNTRY FOOD PANTRY

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Country Food Pantry**
PO Box 7077
Gunnison, Colorado 81230
Contact Name: **Jodi Payne**
Telephone: (970) 641-4156
Email: Director@gunnisoncountryfoodpantry.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**$12,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Country Food Pantry PO Box 7077 Gunnison, Colorado 81230 Jodi Payne (970) 641-4156 Email:Director@gunnisoncountryfoodpantry.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: GUNNISON COUNTRY FOOD PANTRY

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION 2025 CHARGES FOR SERVICE APPLICATION					
Organization Name:	Gunnison Country Food Pantry				
Address 1:	PO BOX 7077				
Address 2:					
City:	Gunnison	**State:**	CO	**Zip Code:**	81230
Telephone Number:	(970) 641-4156				
Email Address:	jacob@gunnisoncountryfoodpantry.org / director@gunnisoncountryfoodpantry.org				
Contact Person(s):	Jacob Spetzler & Jodi Payne				

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

   $12,000

2. **Provide specific information regarding what the County funds will be used for.**

   Gunnison Country Food Pantry (GCFP) will use the requested funds for general operating expenses. GCFP's mission is to provide food assistance to those in need in a kind, confidential, and supportive environment and its motto is, no one should go hungry in Gunnison Country.

   GCFP provides low-barrier food access within the community by providing the following services:

   1. No Cost Grocery Distribution – Five days a week guests visit the Pantry to collect food. They are invited to shop the pantry by using a shopping cart to pick out foods that suit their personal and cultural tastes. Food distribution takes place in the Pantry's brand new conveniently located and ADA-compliant facility in the City of Gunnison. Translators are available three days a week to serve our multilingual community while Thursdays cater specifically to adults 60+.

   2. Home Deliveries – Food bundles are delivered weekly to households that are unable to visit the Pantry in person. Guests are offered diverse food options based on cooking ability, health needs, individual preference, and storage capacity.

   3. Food on the Move – This program is two-pronged. Emergency Boxes, which are packed and distributed by GCFP and contain a variety of non-perishable food items, are distributed through 26 community organizations located throughout the county. The second piece of the program is Fresh Mobile Pantry which serves neighborhoods identified as needing services May-November. In particular, the Fresh Mobile Pantry is geared towards filling the gap left by free and reduced lunch programs during the summer months.

   4. Food for Children – GFCP partners with the Gunnison Watershed School District to provide food specifically for kids. Parents sign up for Gunni-Packs through a sheet distributed through children's take-home folders. The bags, containing four meals and three snacks and are delivered weekly to children's homes. Healthy Snacks are delivered monthly to every school in the county, the Gunnison Library, and after-school programs. Mini pantries are available in schools for children to access with a trusted adult (teacher/nurse).

In 2023, the following statistics demonstrate the reach of the Pantry's services to the community.

- GCFP provided food assistance to 2,185 persons: 24% children 0-17; 64% adults 18-59; 12% adults 60+

- 98% of those served reside in Gunnison County

- 60% of those seeking assistance work one or more jobs in the Gunnison Valley

- For children, the Pantry provided 77,286 Healthy snacks and 496 Gunni-Packs (snacks and easy to make meals)

- 115 Emergency Boxes were distributed (non-perishable, high protein food)

- The Mobile Pantry was visited 1,018 times (local distribution of fresh food)

Running an organization of this size demands substantial resources. The Pantry has a committed cadre of volunteers and strong partnerships within our community, alongside the four full-time, 5 part-time staff members, and one full-time AmeriCorps volunteer that help keep food within reach. In 2023, 265 volunteers selflessly contributed 8,620 hours, and 35 local organizations partnered with us to provide essential services to those in need.

Over the past few years, the Pantry has seen an alarming increase in demand as the valley-wide housing crisis has met inflationary pressures. GFCP served 2,185 individuals in 2023 of which 521 (23%) were children. Those numbers mark a 23% increase from 2022 of individuals who received services from the Pantry. The increase in need isn't isolated to last year, and, instead, marks a troubling recent pattern. In the first half of 2024, GFCP has observed the need continuing to rise at a similar pace. If this trend continues, the Pantry will need to expand all of its programs with an emphasis on those that serve Gunnison's most vulnerable populations.

Not only has the demand increased but the amount of services guests are using and the price of that programming has increased dramatically. In 2020, the Pantry spent an average of $2.25 per visit. Last year, this rose to $8.15. Meanwhile, the number of guests has nearly doubled over the past four years.

Fortunately, the Pantry has managed to meet these pressures head on without a drop in service quality. In fact, while expanding to meet the growing need, GFCP managed to make in-roads into previously unserved communities and pilot entirely new programs. GFCP can proudly say it is providing the highest quality services to the most amount of people in its 60-year history.

It's clear that GFCP wouldn't be where it is now without Gunnison County's generous donations over the years. The funding it supplied in 2022 towards its new facilities set the groundwork for GFCP to meet the recent increase in need. The Pantry looks forward to continued partnership with the County in the coming months and years.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

Through diligent record keeping, GFCP keeps in-depth data on recipients, how much food they need, what kinds of food are most appropriate as well as both food and community donations. The Pantry collects this data through a combination of intake paperwork, ongoing surveys and informal conversations with guests. It then uses the information to meet a set of three goals and eight objectives determined by the Board of Directors which are outlined in GFCP's current strategic plan.

The two goals and objectives from the strategic plan outlined below will help GCFP measure effectiveness as it relates to the funds it is requesting from the County.

Goal 1 - Distribute food to everyone who requests assistance.

Objective: Provide food assistance to over 1,000 unduplicated households by distributing food from the Gunnison Pantry three days a week, home deliveries twice a week, and the Mountaineer Marketplace.

Goal 2 - Reach populations which may need but may not seek food assistance.

Objective: Implement four outreach efforts to bridge the gap between bounty and poverty by navigating around barriers, empowering neighbors to help neighbors, and testing strategies for distributing nutritious food in a safe, cost effective and equitable way.

GFCP staff report its progress on the goals and objectives monthly to the GCFP Board of Directors. Pantry staff and board members use the progress reports to measure the success of Pantry programs and outreach over time. In addition to these qualitative measurements, GCFP staff intentionally connects with related County offices and community organizations to solicit their feedback and suggestions on the Pantry's overall services in the community. This dialogue is invaluable to ensuring that the Pantry is truly addressing the needs of the valley.

Finally, GCFP partners with the County in its efforts to promote optimal community health and wellbeing. While Gunnison County Dept. of Health and Human Services is limited by federal- and state-mandated eligibility requirements, GCFP does not require proof of citizenship, residency, income, or identification to provide food assistance. GCFP's low-barrier and culturally relevant services help bridge gaps within Gunnison County, so every resident has the resources needed to thrive.

1. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:
Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal:
Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Gunnison Country Food Pantry

Dollar Value of County Funds Awarded: $12,000

Funding Recipient's Total 2024 Annual Budget: $851,189

Other Funding Sources (please list source names and amounts received):

Organizations:
Alternative Gifts International $1,870.00
Chapter GY PEO Sisterhood $450.00
Colorado Housing and Finance Authority CHFA $0.00
Folding for Food $2,505.00
Gunnison Elementary School Student Council $96.90
Gunnison High School National Honor Society $135.00
Gunnison Home Association $2,500.00
Gunnison Middle School $0.00
Gunnison Valley Masonic Temple $0.00
PEO Sisterhood Chapter HK $150.00
$1,500.00 All Saints in the Mountains Episcopal Church
$6,000.00 Bethany Baptist Church
$500.00 B'nai Butte
$13,220.00 Church of the Good Samaritan Episcopal
$1,200.00 Community Church of Gunnison
$600.00 Gunnison Congregational Church
$500.00 Iglesia Rios De Aqua Viva De Gunnison
$200.00 Oh Be Joyful Church
$1,300.00 Rocky Mountain Christian Ministries
$600.00 Seventh Day Adventist Church
$1,600.00 St Peter's Catholic Church
$3,000.00 Tin Cup Community Chapel
$1,000.00 Trinity Baptist Church
Clubs
$1,250.00 Rotary Club of Crested Butte
$1,000.00 Gunnison Car Club
$1,050.00 Dos Rios Women's Golf Association
$750.00 Gunnison Poker Group
$250.00 Rotary Club of Gunnison - through CFGV grant fund
Foundations
$5,000.00 Albertsons Companies Foundation
$115.19 American Online Giving Foundation

$10,000.00 Anschutz Family Foundation
$56,295.00 CFGV - Small Community-Based Nonprofit Infrastructure Grant
$500.00 CFGV- Resource Engineering Group Fund
$700.00 CFGV- Zen for Business Fund
$6,000.00 Community Foundation of the Gunnison Valley
$1,639.50 Kroger Community Rewards
$5,071.35 Kroger Zero Hunger / Zero Waste Foundation
$5,250.00 Niagara Fund of the Greater Toledo Community Foundation
$188.22 Pledgeling Foundation
$17,000.00 Rocky Mountain Health Foundation
$2,000.00 The Colorado Trust
$4,000.00 Walmart Foundation
$250.00 Duncanson Family Foundation
$1,700.00 John H. Harmon, Jr. and Jane H. Harmon Foundation
$7,000.00 Moore Family Charitable Foundation
$10,000.00 The Dehaemers Family Charitable Trust
$4,000.00 Truettner Family Foundation
Individual and Business Donations Total:
$241,018

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 98

How the County Funds Were Spent:

Running an organization of this size demands substantial resources. The Pantry has a committed cadre of volunteers and strong partnerships within our community, alongside the four full-time, 5 part-time staff members, and one full-time AmeriCorps volunteer that help keep food within reach. In 2024, 236 volunteers selflessly contributed 8,315 hours, and 35 local organizations partnered with us to provide essential services to those in need.

Not only has the demand increased but the amount of services guests are using and the price of that programming has increased dramatically. In 2020, the Pantry spent an average of $2.25 per visit. In 2024, this rose to $8.15.

Funds from Gunnison County went into GCFP's general operating budget to be allocated where they were needed most.

Number of Clients Assisted during the Funding Year: 2,530 individuals

Customer Results Achieved via the County Funds:

The impact of GCFP is demonstrated through the following 2024 statistic:
-2,530 individuals or 1,283 households received food via No Cost Grocery Distribution and Home Deliveries.
- Of those individuals 579 were children 0-17, 1,725 were adults 18-59, and 236 were adults 60+.
- 248,776 pounds of food received and distributed to neighbors.
-Over 1,450 individuals received food via outreach efforts such as Emergency Boxes, Fresh Mobile Pantry, Mini Pantries, and other activities.

The two goals and objectives from the strategic plan outlined below were included in the 2024 grant proposal helped GCFP measure effectiveness as it relates to the funds requested from the County. GCFP has met the described goals.

Goal 1 - Distribute food to everyone who requests assistance.
• Objective: Provide food assistance to 950 unduplicated households by distributing food from the Gunnison Pantry three days a week, and home deliveries twice a week.
Goal 2 - Reach populations which may need but may not seek food assistance.
• Objective: Implement three outreach efforts to bridge the gap between bounty and poverty by navigating around barriers, empowering neighbors, and testing strategies for distributing nutritious food in a safe, cost effective and equitable way.

How Your Customer Results Were Measured:
GFCP staff reports its progress on the goals and objectives monthly to the GCFP Board of Directors. Pantry staff and board members use the progress reports to measure the success of Pantry programs and outreach over time.

GCFP has a sophisticated internal data tracking system that is updated monthly to ensure timely reporting to grants and to the Gunnison Community. In 2024, GCFP integrated EmpowOR Recipient Data Base, this program has enhanced the effectiveness and efficiency of data collection.

In addition to these measurements, GCFP staff intentionally connects with related County offices and community organizations to solicit their feedback and suggestions on the Pantry's overall services in the community. This dialogue is invaluable to ensuring that the Pantry is truly addressing the needs of the valley.

Submit this report to **one** of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

Board of Directors
Effective October 10, 2023

Steve Secofsky, President
37651 US Hwy 50, Gunnison, CO 81230
909-241-5594 accepts texts
stevesecofsky@msn.com
Term: September 2021 through September 2024
Forensic Scientist, Retired

Laura Osborne, Director
110 Emerald Lane, Gunnison, CO, 81230
985-312-8112 accepts texts- email preferred
ljosborne2021@gmail.com
Term: October 2022 through November 2025
Priest/Pastor, Title: Partnership Vicar of the Episcopal Church in Gunnison Valley

Benita Bellamy, Secretary
177 Elcho Avenue, Crested Butte, CO 81224
630-742-7559 accepts texts
benita.bellamy@gmail.com
Term: October 2020 through September 2023
Retail Expansion Project Manager

Ken Henry, Treasurer
1100 N. Main Street, Gunnison, CO 81230
970-641-9000; 970-402-1346 accepts texts
khenry@cobnks.com
Term: May 2021 through April 2024
Community President, Community Banks of Colorado

Matt Aronson, Director
116 Diamond Lane, Gunnison, CO 81230
970-943-7126 accepts texts- email preferred
maronson@western.edu
Term: October 2022 through November 2025
WCU Associate Professor of Sociology
Director, MBS in Rural Community Health

Kathy Weber-Alt, Director
9 Vulcan Street, Gunnison, CO 81230
303-748-8336, accepts texts
Kweberalt@gmail.com
Term: November 2022 through December 2025
Retired Public School Educator

Sonja Chavez, Director
114 Sandpiper Trail
Gunnison, CO 81230
970-595-4066, accepts texts
schavez@ugrwcd.org
Term: November 2022 through December 2025
General Manager, Upper Gunnison River Water Conservancy District

Chad Reich, Director
711 Butte Ave, Unit E
Crested Butte, CO 81224
Mailing: PO BOX 3956
515-249-4075, accepts texts- email preferred
reichc@gmail.com
Term: December 2022 through January 2026
Director, High Country Conservation Advocates - environmentalism / conservation

Non-Voting Members

Jodi Payne, Executive Director
810-656-0150 accepts texts- email preferred
director@gunnisoncountryfoodpantry.org
Nonprofit Management

Angie Krueger, Pantry Manager
970-901-2228 accepts texts
pantrymanager@gunnisoncountryfoodpantry.org

Advisors

Jacob With, Business Transactional Law
Pam Montgomery, Community Volunteer
Mark Reaman, Community Awareness
Manzil Rayamajhi, Software Technology

	Gunnison Country Food Pantry PRELIMINARY 2024 Budget	Projected Income & Expense
Income		
	5001 · Operating Income	
	6000 · Ind & Small Businesses	5,541.00
	6000.5 · Ind & Small Businesses>5K	145,000.00
	6001 · Comm Organizations	5,000.00
	6001.5 · Comm Organizations>5K	30,000.00
	6002 · Businesses & Corporations	5,000.00
	6002.5 · Bus & Corp >5K	35,000.00
	6003 · Government Entities	5,000.00
	6003.5 · Gov't Entities>5K	311,114.00
	6005 · Foundations & Trusts	3,000.00
	6005.5 · Foundations & Trusts >5K	35,000.00
	6013 · Fundraising Event Income	15,000.00
	6014 · Building Holding Fee	8,070.00
	6600 · Pinnacol Assurance Dividends	100.00
	9000 · Interest Income	175.00
	Total 5001 · Operating Income	603,000.00
	5500 · In-Kind Income	
	6500 · In-Kind TEFAP/CSFP	144,000.00
	6510 · In-Kind Vendors	136,000.00
	0000 In-Kind Sevices	18,000.00
	6520 · In-Kind Comm Food	64,000.00
	Total 5500 · In-Kind Income	362,000.00
Total Income		965,000.00
Gross Profit		965,000.00
Expense		
	7002 · Direct Program Expenses	
	7000 · Food	421,000.00
	7250 · Food for Children	28,000.00
	7240 · Food for 60+	
	7260 · Mountaineer Marketplace	1,000.00
	7270 · Non-Food Items *	5,000.00
	7002 · Direct Program Expenses - Other	100.00
	Total 7002 · Direct Program Expenses	455,100.00
	7004 · Operating Expenses	
	8100 · Accounting	10,000.00
	7010 · Auto Expenses	
	8120 · Auto Expense Gas	1,500.00
	8127 · Auto Expense Insurance	2,700.00
	8126 · Auto Expense Registration Fee	200.00
	8125 · Auto Expense R & M	4,500.00
	Total 7010 · Auto Expenses	8,900.00
	8140 · Bank Charges/Stripe Fees	1,500.00
	Building Reserves	22,587.00
	8220 · Condo Association Dues	6,238.00
	8166 · Endowment Fees and Losses	12,000.00
	7003 · Fund Development Expenses	
	8152 · Community Awareness	38,000.00

Gunnison Country Food Pantry PRELIMINARY 2024 Budget	Projected Income & Expense
8160 · Fund Development	13,000.00
Total 7003 · Fund Development Expenses	51,000.00
8195 · Insurance Liability	10,205.00
8312 · Interest Expense	6,000.00
8390 · IT/Website	37,500.00
8101 · Legal Fees	100.00
8275 · Maintenence	19,000.00
8180 · Membership Dues/Annual Fees	15,000.00
8400 · Misc Expenses	500.00
Pantry Supplies	10,000.00
8240 · Office Supplies	10,000.00
7013 · Payroll Expenses	
8366 · PR-Data and Systems Coordinator	42,500.00
8365 · PR Pantry Operations	13,000.00
8363 · PR Office Manager	42,500.00
8350 · PR Director	52,500.00
8360 · PR Pantry Manager	42,500.00
8362 · Payroll Taxes	15,000.00
8361 · Proffessional Development	8,000.00
8367 · Staff Wellness	400.00
8196 · Worker's Comp Insurance	2,700.00
66000 · Misc PR Expense	10.00
Total 7013 · Payroll Expenses	219,110.00
8259 · Property Taxes	9,000.00
8270 · Facility Repairs and Equipment	10,000.00
7015 · Service Opportunies Program	
8380 · Volunteers	5,000.00
7015.1 · Work Study/Internships	1,100.00
AmeriCorps Volunteer	12,000.00
7015 · Service Opportunies Program - Other	
Total 7015 · Service Opportunies Program	18,100.00
8279 · Utilities	
8279.3 · Dumping Expense	100.00
8279.1 · Electric/Water/Sewer	25,000.00
8279.2 · Natural Gas	2,000.00
8310 · Telephone and Internet	5,460.00
Total 8279 · Utilities	32,560.00
8280 · Walk-In Units	600.00
Total 7004 · Operating Expenses	509,900.00
Total Expense	965,000.00
Total Income	-
**** In-Kind Value of donated food 1 lbs= $1.60	
**** In-Kind Value of non-food items 1 lbs= $1	

Gunnison Country Food Pantry PRELIMINARY 2025 Budget

	2025 Budget
Income	
UNKNOWN	
5001 · Operating Income	
6800 · Other Income	
6000 · Ind & Small Businesses	266,000.00
6001 · Comm Organizations	40,000.00
6002 · Businesses & Corporations	14,000.00
6003 · Government Entities	265,000.00
6005 · Foundations & Trusts	83,045.00
6011 · Building Project Contributions	27,000.00
6013 · Fundraising Event Income	15,000.00
6600 · Pinnacol Assurance Dividends	0.00
9000 · Interest Income	20,000.00
Total 5001 · Operating Income	730,045.00
5500 · In-Kind Income	
6500 · In-Kind TEFAP/CSFP	161,500.00
6510 · In-Kind Vendors	161,500.00
6520 · In-Kind Comm/Admin/Serv	65,000.00
6530 · IN KIND VOLUNTEER TIME	0.00
6540 · In-Kind New Bldg	0.00
6550 · In-Kind CAS Local Grant	0.00
Total 5500 · In-Kind Income	388,000.00
Total Income	1,118,045.00
Gross Profit	1,118,045.00
Expense	
7002 · Direct Program Expenses	
7000 · Food	
7000 · Food	481,500.00
Total 7000 · Food	481,500.00
7250 · Food for Children	
7250 · Food for Children	44,000.00
Total 7250 · Food for Children	44,000.00
7240 · Food for 60+	2,500.00
7260 · Mountaineer Marketplace	1,000.00
7270 · Non-Food Items	5,000.00
7280 · Community Gathering Expense	6,000.00
7290 · Outreach Food	21,500.00
7002 · Direct Program Expenses - Other	0.00
Total 7002 · Direct Program Expenses	561,500.00
7004 · Operating Expenses	
8100 · Accounting	13,380.00
7010 · Auto Expenses	
8120 · Auto Expense Gas	2,000.00
8127 · Auto Expense Insurance	2,700.00
8126 · Auto Expense Registration Fee	150.00
8125 · Auto Expense R & M	3,000.00
7010 · Auto Expenses - Other	0.00
Total 7010 · Auto Expenses	7,850.00
8140 · Bank Charges/Stripe Fees	1,500.00
8220 · Condo Association Dues	7,238.00
8166 · Endowment Fees and Losses	2,000.00
8270 · Facility Repairs and Equipment	8,000.00
7003 · Fund Development Expenses	
8152 · Community Awareness	
8152 · Community Awareness - Other	5,700.00
Total 8152 · Community Awareness	5,700.00
8160 · Fund Development	16,000.00
7003 · Fund Development Expenses - Other	0.00
Total 7003 · Fund Development Expenses	21,700.00
8195 · Insurance Liability	4,390.00
8196 · Insurance Worker's Comp	3,000.00
8312 · Interest Expense	6,000.00
8390 · IT/Website	2,100.00
8101 · Legal Fees	100.00
8275 · Maintenence	10,600.00
8180 · Membership Dues/Annual Fees	14,173.81
8400 · Misc Expenses	500.00

Gunnison Country Food Pantry PRELIMINARY 2025 Budget

	2025 Budget	
66000 · Misc PR Expense	10.00	
8280 · Off Site Freezer	600.00	
7013 · Payroll Expenses		
8366 · PR-Data and Systems Coordinator	45,000.00	
8363 · PR Office Manager	44,000.00	
8350 · PR Director	55,000.00	
8360 · PR Pantry Manager	45,000.00	
8364 · PR Development Manager	0.00	
8368 · PR Fund Development Assistant	18,000.00	
8369 · PR Social Media Coordinator	3,600.00	
8365 · PR Pantry Operations	13,745.00	
8362 · Payroll Taxes	25,000.00	
8367 · Staff Wellness	5,690.00	
7013 · Payroll Expenses - Other	0.00	
Total 7013 · Payroll Expenses	255,035.00	
8361 · Proffessional Development	10,200.00	
8259 · Property Taxes	9,000.00	
8260 · Rent	0.00	
7015 · Service Opportunies Program		
8392 · AmeriCorps Volunteer	13,199.00	
8380 · Volunteers	3,800.81	
8393 · Work Study/Internships	800.00	
7015 · Service Opportunies Program - Other	0.00	
Total 7015 · Service Opportunies Program	17,799.81	
7016 · Staff Appreciation	400.00	
8241 · Supplies		
8244 · Food Recovery Supplies	2,500.00	
8240 · Office Supplies	6,608.00	
8243 · Pantry Supplies	4,500.38	
8241 · Supplies - Other	0.00	
Total 8241 · Supplies	13,608.38	
8229 · Subcontractors	0.00	
7004.10 · Unknown	0.00	
8279 · Utilities		
8279.1 · Electric/Water/Sewer	8,000.00	
8279.2 · Natural Gas	1,500.00	
8310 · Telephone and Internet	3,260.00	
8279.3 · Trash Services	1,600.00	
8279 · Utilities - Other	0.00	
Total 8279 · Utilities	14,360.00	
7004 · Operating Expenses - Other	0.00	
Total 7004 · Operating Expenses	423,545.00	
Total Expense	985,045.00	
Net Income	**133,000.00**	
Building Reserves	66,000.00	***NON-POSTING EXPENSE***
Capital Non-Posting Expense	15,000.00	***NON-POSTING EXPENSE***
Mortgage Payment	40,000.00	***NON-POSTING EXPENSE***
CFGV Endowment Contribution	12,000.00	***NON-POSTING EXPENSE***

NON-POSTING EXPENSE	133,000.00

The 2025 Preliminary Budget shows a Net Income of $100,000. All of these funds are committed to 2025 facility expenses. ($66,000) building reserve funds, ($15,000) capital improvements, ($40,000) mortgage payments, ($12,000) endowment contribution, so the Pantry intends to end 2025 with “zero” surplus funds.

GUNNISON COUNTRY FOOD PANTRY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

TOGETHER WITH INDEPENDENT AUDITORS' REPORT

GUNNISON COUNTRY FOOD PANTRY

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

CONTENTS

	Page
Independent Auditors' Report	1
Financial Statements	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7

TAYLORROTH
Certified Public Accountants
WORKING EXCLUSIVELY WITH NONPROFITS

July 18, 2024

Independent Auditors' Report

Board of Directors
Gunnison Country Food Pantry
Gunnison, Colorado

Opinion

We have audited the accompanying financial statements of **Gunnison Country Food Pantry** (a Colorado nonprofit corporation) which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gunnison Country Food Pantry as of December 31, 2023, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gunnison Country Food Pantry and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Gunnison Country Food Pantry's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gunnison Country Food Pantry's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gunnison Country Food Pantry's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We previously reviewed Gunnison Country Food Pantry's 2022 financial statements, and in our report dated September 28, 2023, stated that based on our procedures, we were unaware of any material modifications that should be made to the 2022 financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. We are unaware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2022 for it to be consistent with the reviewed financial statements from which it has been derived.

Taylor Roth and Company PLLC

TAYLOR, ROTH AND COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
DENVER, COLORADO

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

	Audited 2023	Reviewed 2022
Assets		
Cash and cash equivalents	$ 673,775	$ 464,123
Grants and contracts receivable	63,637	32,000
Donations receivable (Note 4)	156,523	3,300
Prepaid expenses	1,393	3,883
Inventory (Note 5)	11,700	26,189
Beneficial interest in asssets held by others (Note 6)	25,768	21,752
Property and equipment (Note 7)	1,170,443	1,144,483
Total assets	$ 2,103,239	$ 1,695,730
Liabilities and net assets		
Accounts payable	$ 9,121	$ 8,132
Payroll liabilities	19,026	14,693
Property taxes payable	2,172	2,172
Tenant deposits	1,500	1,500
Notes payable (Note 8)	448,217	460,725
Liabilities	480,036	487,222
Net assets		
Without donor restrictions	957,864	1,178,988
Board designated operating reserve	225,000	-
Board designated building reserve	255,408	-
	1,438,272	1,178,988
With donor restrictions		
Purpose restrictions (Note 9)	159,163	7,768
Endowment (Note 6)	25,768	21,752
Total net assets	1,623,203	1,208,508
Total liabilities and net assets	$ 2,103,239	$ 1,695,730

The accompanying notes are an integral part of these financial statements

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF ACTIVITIES
DECEMBER 31, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

	Audited 2023				Reviewed 2022
	Without Donor Restrictions	With Donor Restrictions	Endowment	Total	Total
Revenue and other support					
Project contributions	$ -	$ 296,013	$ -	$ 296,013	$ 517,787
Government awards and contracts	234,318	25,500	-	259,818	58,298
Individuals and board contributions	176,999	10,815	-	187,814	167,116
Community organizations	55,073	31,459	-	86,532	79,447
Foundations	60,046	11,500	-	71,546	66,400
Special event income	22,971	-	-	22,971	-
Less direct event expenses	(2,725)	-	-	(2,725)	-
Expiration of building option	12,105	-	-	12,105	-
Businesses and corporations	11,000	-	-	11,000	21,260
Investment income	869	-	4,016	4,885	(2,343)
Rental income	2,500	-	-	2,500	10,458
Other	42	-	-	42	284
In-kind (Note 10)	344,849	-	-	344,849	301,802
Net assets released from restrictions (Note 11)	223,892	(223,892)	-	-	-
Total revenue and other support	1,141,939	151,395	4,016	1,297,350	1,220,509
Expense					
Program services	738,896	-	-	738,896	487,357
Supporting services					
Management and general	105,909	-	-	105,909	82,933
Fundraising	37,850	-	-	37,850	78,645
Total expense	882,655	-	-	882,655	648,935
Change in net assets	259,284	151,395	4,016	414,695	571,574
Net assets, beginning of year	1,178,988	7,768	21,752	1,208,508	636,934
Net assets, end of year	$1,438,272	$ 159,163	$ 25,768	$1,623,203	$ 1,208,508

The accompanying notes are an integral part of these financial statements

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF FUNCTIONAL EXPENSES
DECEMBER 31, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

	Audited 2023				Reviewed 2022
		Supporting Services			
	Program	Management and General	Fund-raising	Total	Total
Salaries	$ 121,373	$ 37,346	$ 28,009	$ 186,728	$ 152,345
Payroll taxes and benefits	13,228	4,070	3,052	20,350	14,199
Recipient food assistance	430,634	-	-	430,634	289,545
Occupancy	28,968	3,311	827	33,106	22,708
Interest expense	-	19,935	-	19,935	15,681
Membership dues and subscriptions	12,753	1,417	-	14,170	793
Property taxes	-	13,303	-	13,303	-
Outreach	7,709	1,491	-	9,200	7,066
Professional services	-	8,653	-	8,653	12,268
Insurance	-	7,164	-	7,164	6,571
Volunteer program	2,969	2,969	-	5,938	2,072
Operating supplies	4,482	-	-	4,482	3,884
Fund development	-	-	4,454	4,454	21,491
Telephone and internet	2,541	726	363	3,630	3,812
Training and development	-	2,486	-	2,486	1,765
Travel	1,503	376	-	1,879	4,231
Bank fees	-	797	532	1,329	2,217
Website design and maintenance	361	361	363	1,085	912
Fundraising consultant	-	-	-	-	48,378
Stipends	-	-	-	-	17,327
Software	-	-	-	-	3,674
All other	1,787	1,504	250	3,541	46
	628,308	105,909	37,850	772,067	630,985
Depreciation	110,588	-	-	110,588	17,950
Total	$ 738,896	$ 105,909	$ 37,850	$ 882,655	$ 648,935

The accompanying notes are an integral part of these financial statements

GUNNISON COUNTRY FOOD PANTRY

STATEMENT OF CASH FLOWS
DECEMBER 31, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

	Audited 2023	Reviewed 2022
Cash flows from operating activities		
Change in net assets	$ 414,695	$ 571,574
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation expense	110,588	17,950
Endowment (gains) losses	(3,527)	2,499
Changes in operating assets and liabilities		
(Increase)decrease in donations receivable	(153,223)	(32,000)
(Increase)decrease in grants and contracts receivable	(31,637)	(3,300)
(Increase)decrease in prepaid expenses	2,490	(1,900)
(Increase)decrease in inventory	14,489	(24,374)
(Decrease)increase in accounts payable	989	4,353
(Decrease)increase in payroll accruals	4,333	9,251
(Decrease)increase in property taxes payable	-	2,172
(Decrease)increase in tenant deposits	-	1,500
Net cash provided(used) by operating activities	359,197	547,725
Cash flows from investing activities		
(Purchases) of fixed assets	(136,548)	(1,135,989)
(Reinvestment) of endowment earnings	(489)	(76)
(Purchases) of endowment investments	-	(12,000)
Net cash provided(used) by investing activities	(137,037)	(1,148,065)
Cash flows from financing activities		
(Repayment)borrow on notes payable	(12,508)	460,725
Net increase in cash and cash equivalents	209,652	(139,615)
Cash and cash equivalents, beginning of year	464,123	603,738
Cash and cash equivalents, end of year	$ 673,775	$ 464,123
Supplemental disclosure of information		
Interest paid during the year	$ 19,935	$ 15,681

The accompanying notes are an integral part of these financial statements

GUNNISON COUNTRY FOOD PANTRY

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 1 - NATURE OF ACTIVITIES

In 2006, Gunnison Country Food Pantry (the Organization) registered with the State of Colorado as a 501(c)3 nonprofit administered by a Board of Directors. Its mission is to serve those in need in Gunnison County by providing food assistance in a confidential and supportive environment. Food is donated by Care and Share Food Bank for Southern Colorado, local vendors and distributors participating in the Feeding America program, and members of the community. Monetary donations are received from individuals and small businesses, faith based and civic organizations, corporate businesses, government entities and foundations. Food assistance is distributed through four programs: Open Hours, Food for Adults 60+, Food for Children, and Outreach Efforts. The Organization is primarily supported by in-kind donations, project contributions, government awards and contracts and individual and board contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting

   The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

2. Basis of Presentation

   The Organization is required to report information regarding its financial position and activities according to two classes of net assets:

   Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

   Net assets with donor restrictions: Net assets that are subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity.

   Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

   Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulation regarding how long the contributed asset must be used are recorded net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Continued)

3. Cash and Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents unless held in the investment portfolio.

4. Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities and other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

5. Capitalization and Depreciation

The Organization follows a practice of capitalizing all expenditures for furniture and equipment in excess of $2,500. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

6. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

7. Income Taxes

The Organization has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

8. Functional Reporting of Expenses

For the year ended December 31, 2023, the costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The allocations are determined by management on a rational and systematic basis. Salaries and benefits are allocated on a time and effort basis. All other expenses are allocated based on the program benefitted.

9. Summarized Prior-Year Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended December 31, 2022, from which the information was derived.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Concluded)

10. Fair Value Measurements

The Organization follows the provisions of the Fair Value Measurements and Disclosures Topic of FASB ASC, which require use of a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels: quoted market prices in active markets for identical assets and liabilities (Level 1); inputs other than quoted market prices that are observable for the asset or liability, either directly or indirectly (Level 2); and unobservable inputs for the asset or liability (Level 3).

11. Subsequent Events

Management has evaluated subsequent events through July 18, 2024, the date the financial statements were available to be issued.

NOTE 3 - AVAILABILITY AND LIQUIDITY

The following represents Gunnison Country Food Pantry's financial assets at December 31, 2023:

Financial assets at year-end	Amount
Cash and cash equivalents	$ 673,775
Donations, contracts and awards receivable	220,160
Beneficial interest in assets held by others	25,768
	919,703
Less: amounts not available for general expenditures Within one year due to:	
2025 and 2026 donations receivable	(100,000)
Endowment	(21,752)
	(121,752)
Financial assets available to meet cash needs for general expenditures within one year:	$ 797,951

The Organization's goal is generally to maintain financial assets to meet six months of operating expenses. At year-end, the Organization held financial assets to meet approximately nine months of operating expenses. Management considers donor restricted contributions that will be used within one year as part of its ordinary operations, as being available for general expenditures.

NOTE 4 - DONATIONS RECEIVABLE

At year-end, donations receivable consists of promises to give from individuals, and other organizations. Management has evaluated these receivables and does not believe that an allowance for doubtful accounts is needed. Management also feels that any present value discount would be immaterial to these financial statements. Management expects payments to be received on these grants as follows:

Year	Amount
2024	$ 56,523
2025	50,000
2026	50,000
Total	$ 156,523

One donor has promised $150,000 of the total donations receivable.

NOTE 5 - INVENTORY

At year-end, inventory held for distribution to the community, at its estimated fair value, consisted of:

Description	Amount
Food	$ 11,700

NOTE 6 - BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS - ENDOWMENT

The Organization has established an endowment fund with the Community Foundation of the Gunnison Valley by contributing its own funds and donor restricted funds into the endowment. When the assets were transferred, the Organization granted variance power to the Foundation. The fair value of this Fund at year-end was $25,768. Distributions from the Fund shall be limited to the Fund's distributable amount as determined by the Foundation's spending policy. Distributions began when the Fund achieved a corpus of $12,000 and will be paid and distributed at such times as the Foundation and the Organization may from time to time agree.

At year-end, investment activity and income (Level 3 inputs) are as follows:

Description	Amount
Balance, beginning of year	$ 21,752
Interest and dividends	606
Unrealized and realized losses	3,527
Management fees	(117)
Net investment return	4,016
Balance, end of year	$ 25,768

Additionally, the Organization earned interest income of $869 on its operating cash accounts.

NOTE 7 - PROPERTY AND EQUIPMENT

At year-end, property and equipment consist of:

Description	Amount
Land	$ 120,000
Building improvements	673,338
Building	481,493
Vehicles	42,331
Equipment	37,082
Total	1,354,244
Less: accumulated depreciation	(183,801)
Net property and equipment	$ 1,170,443

Depreciation expense for the year was $110,588.

NOTE 8 - NOTES PAYABLE

On February 14, 2022, the Organization borrowed $470,000 at a fixed rate of 4.00% from a local bank to purchase and renovate a building to eventually house the program and office space and rent out a portion of the building to other tenants. Principal and interest payments of $2,495.61 began on March 24, 2022, and continue until January 14, 2032, at which time a balloon payment of $338,584 will be due. As of December 31, 2023, the outstanding balance on this loan is $448,217.

The following is a schedule of principal maturities on the note:

Year	Amount
2024	$ 11,898
2025	12,441
2026	12,955
2027	13,490
2027 and after	397,433
Total	$ 448,217

NOTE 9 - NET ASSETS WITH DONOR RESTRICTIONS

At year-end net assets with donor restrictions were available for the following program purposes:

Description	Amount
Building purchase and renovation	$ 150,000
Food for children	5,438
Mountaineer marketplace	1,636
Staff wellness	1,405
Community gatherings	684
Total	$ 159,163

NOTE 10 - IN-KIND CONTRIBUTIONS

The fair value of donated services included as contributions in the financial statements and the corresponding program expenses for the year consist of:

Description	Utilization in Programs/Activities	Donor Restrictions	Revenue Recognized
Donated food (valued at $1.40 lb.)	Programs	None	$ 246,181
Community services	Programs	None	55,001
Donated building improvements	Programs	None	19,311
Local grant	Program	None	24,356
Total			$ 344,849

The value of donated community services, building improvements, and local grant were based on their estimated fair value.

No amounts have been reflected in the financial statements for donated services not requiring specific expertise. During the year volunteers donated 8,850 hours of service to help in the food bank operations. Management estimates that these services had a value of approximately $252,565.

NOTE 11 - NET ASSETS RELEASED FROM DONOR RESTRICTIONS

During the year, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes:

Description	Amount
Building purchase and renovation	$ 147,033
Food distribution	43,070
Food for children	22,110
Community gatherings	4,924
Food for adults 60 and older	2,500
Mountaineer marketplace	1,480
Rent	1,200
Outreach food	1,180
Staff wellness	395
Total	$ 223,892

NOTE 12 - CONCENTRATION OF CREDIT RISK

The Organization places all of its cash with three financial institutions. Amounts in excess of $250,000 are not insured by the FDIC or related entity. At year-end, the Organization's uninsured balance at these two financial institutions was about $176,500. Management has evaluated its banking needs and the strength of these financial institutions and feels it is in the best long-term interest of the organization to continue its existing banking relationships.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Valley Animal Welfa

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Gunnison Valley Animal Welfare League Aid Agreement for 2025

Fiscal Impact: 11,500

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $11,500

PARTIES TO AGREEMENT

GUNNISON COUNTY:	The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address:	200 E Virginia Ave Gunnison CO 81230
Telephone:	(970) 641-0248
Facsimile:	(970) 641-3061
RECIPIENT:	
Address:	**Gunnison Valley Animal Welfare League** **PO Box 1834** **98 Basin Park Drive** **Gunnison, Colorado 81230**
Contact Name:	**Kayce Steele**
Telephone:	(970) 641-1173
Email:	info@gvawl.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and Five Hundred U.S. dollars (**$11,500)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date

of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Animal Welfare League PO Box 1834 98 Basin Park Drive Gunnison, Colorado 81230 Kayce Steele (970) 641-1173 Email: info@gvawl.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION

2025 CHARGES FOR SERVICE APPLICATION

Organization Name:	**Gunnison Valley Animal Welfare League (GVAWL)**				
Address 1:	**98 Basin Park Drive**				
Address 2:	**PO Box 1834**				
City:	**Gunnison**	**State:**	**CO**	**Zip Code:**	**81230**
Telephone Number:	**(970)641-1173**				
Email Address:	**gvawlcentral@gmail.com**				
Contact Person(s):	**Kayce Steele, Board President, (970)238-0252, kaycebarnett@gmail.com**				

1. What is the amount of County funds requested? Please keep your request below $12,000.
GVAWL respectfully requests $11,500 in funds for the 2025 fiscal year.

2. Provide specific information regarding what the County funds will be used for.

The Gunnison Valley Animal Welfare League (GVAWL) is respectfully requesting $11,500 in operational funds for the 2025 fiscal year. Any funds received from the County will be used to allow the shelter to continue to provide shelter, care, and love to homeless, stray, and impounded animals in the Gunnison Valley, as well as continue with our community based services.

GVAWL accepts stray, relinquished, and impounded animals in Gunnison County and provides them with shelter, medical care, sterilization, vaccinations, and companionship while they wait for their new homes. Medical care including emergency vet visits, required surgeries, and any necessary testing and/or medications are provided to any animal in our charge in need of such services. Our two staff members and 50 or so volunteers provide care to these animals, search for adoption homes, and then follow up on the animals post adoption to ensure the animal is a good match for the family and thriving in his or her new environment. We are the only animal shelter directly affiliated with the City and County of Gunnison to provide these services: reserving space for any stray or impounded animals they may acquire and caring for those animals and meeting their needs until their families are located or their new families are found. These services have been provided to 35 county strays and 38 relinquished animals between January 1 and September 23, 2024.

In addition to these services, GVAWL has multiple community based programs and events to further its mission in promoting the welfare of companion animals. One such program is our low-cost spay and neuter assistance program where we collaborate with area vet clinics to provide financial assistance for the sterlization of animals in homes where the cost of the service may be a financial burden. Applications for this assistance can be obtained in person at the shelter or on our website, in both English and Spanish. This service has been provided to 62 animals between January 1 through September 23, 2024. We also provide sterilization services to feral cats in the county and then, if needed, we find barn homes for these felines. By providing these services, we greatly decrease the homeless animal population within our valley and beyond.

GVAWL also has created a working relationship with Project Hope where we are collaborating in the creation of a program where services can be provided to victims of domestic violence. This program allows for the temporary care of the pets of victims of domestic violence when the victim is needing to leave their home but is unable to take their pet with them. Such services help a victim find safety for themselves as they will have the knowledge that their pet is also safe.

Other services to our community include us providing food to pet owners facing financial hardship who may be faced with having to relinquish their pet if they can't get such help. We hold a yearly event called the "Pet Expo" which is a free event for the public where pet care providers, veterinary clinics, law enforcement, home care services, pet sitters, and more come together to offer information, education, low cost services, and fun to help educate and encourage the proper treatment of companion animals. Additional services include our Silver Whisker program where we pair animals with seniors and/or other eligible locals who would greatly benefit from having a pet but are unable to financially afford one. We waive the adoption fee for these animals and provide the animals with food, litter, and medical care. This program is so important because companion animals can provide comfort and stability and greatly affect our citizens' quality of lives.

In order to continue to provide all of these services to our growing community, we have a full-time shelter manager who runs the day to day activities of our shelter. And most recently, after the loss of our dear volunteer cat care coordinator who donated hours of work to the shelter every single week for more than 10 years, we hired a part-time staff member who provides aid to our shelter manager up to 9 hours a week. In addition to the newer cost of employees, we also recently have come across two major but necessary costs. The first was replacing the turf in the dog yards which was completely destroyed in both yards. The cost to replace the turf was approximately $20,000, which we were able to successfully raise the funds for and we had the project completed this summer.

The other expense is the Safe Passageway Project. Currently, all of the shelter's dog kennels are indoor only;

they do not allow a dog to go outside on their own, thus making the pet reliant on staff and volunteers to let them outside. The shelter is charged with the care of dogs that are being held by law enforcement on bite holds or as “vicious animals” as well as relinquished animals that are extremely scared and not trusting of humans. These animals cannot be or do not want to be let outside by humans and have no way to use the restroom. Many just hold it for hours, one dog for days. In order to provide the proper care of these animals, while also ensuring the safety of our staff and volunteers, we need to add doors onto two of our kennels along with a kenneled space on the outside of each door so that these animals can let themselves in and out of the building. We have reached out to multiple contractors and have not yet received official quotes, but we have been provided two verbal quotes of $20,000. We have started to raise funds for this necessity but are in great need of assistance with making this improvement to our facility for the sake of our animals and our staff and volunteers.

Any funds awarded to Gunnison Valley Animal Welfare League by the County, will go towards these services and programs we provide to our community and the companion animals in it.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The most effective way to measure the success of GVAWL is by its continued successful operation and management as well as the growth of its programs and their on-going and growing collaborative relationships with law enforcement and other non-profits in the community. GVAWL continues, year after year, to provide the Gunnison Valley with the very necessary service of shelter and care for homeless animals as well as finding forever homes for those animals. GVAWL provides financial assistance to those in need of help with the cost of spaying/neutering their pet (a critical procedure to the animal’s well being as well as to decreasing the homeless animal population in our community), educates the public on the proper treatment of companion animals, provides counseling and possible care alternatives to pet owners working through behavior issues with their pets, and much more. We are the only animal shelter directly affiliated with the City and County of Gunnison to provide these critical services.

Our success can be shown in our PACFA Statistics,in 2023, GVAWL provided care to 79 stray dogs, 52 relinquished dogs, 44 stray cats, and 53 relinquished cats, as well as in our awards from Best Friends naming us a “No-Kill Shelter.” Our success can be seen by our large number of weekly volunteers, our working board members, and our dedicated staff.

Per our County Lease Agreement, we also provide an annual report to the County which provides information regarding the tracking of animals in our care which provides specific information on every animals who enters our facility:

Date In and Date Out
Species (Cat/Dog)
Source (Stray/Relinquishment/Impound, City or County)
Disposition (Adoption, Returned to Owner)
Age and Gender

Most importantly, our success can be seen in our ability to continue providing these services to those in need of them. When there is a need in our community, we do all that we can to address it. And we work daily to ensure that we are able to continue doing this for years to come.

4. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format

Lupita Halligan, Senior Accountant

LHalligan@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance

Attn: Lupita Halligan

200 E Virginia Ave

Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Gunnison Valley Animal Welfare League

Dollar Value of County Funds Awarded: $10,500

Funding Recipient's Total 2024 Annual Budget: $168,200

Other Funding Sources (please list source names and amounts received):

- Gunnison Car Club	$1,500
- Wags and Menace	$2,000
- CPOF- Tax Checkoff	$4,500
- CPOF- License Plate Grant	$15,000
- Animal Assistance Foundation (General)	$4,500
- AAF (Project Specific- Safe Passageways)	$8,000
- Gunnison Home Association	$5,000
- City of Gunnison	$2,000
- El Pomar	$5,000
- Anschultz (requested grant for Safe Passageways Project	$5,000
- Redford's Treasure	$500
- Zen for Business	$700
- Pittsburgh Foundation	$500
Total Grants:	$54,200
Percentage of Annual Budget:	32%
- Total from above	$54,200
- Individual Contributions	$47,835
- Large Contributions	$25,483
- Corporate Donations	$2,690
- Fundraising ($11,465 fund raised specifically for turf replacement)	$27,720
- Shelter Earned Income	$21,175
All Sources:	$179,103
Percentage of Annual Budget	106%

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: See above

How the County Funds Were Spent: Operational funds received from Gunnison County were utilized to continue our work towards our mission of caring for homeless animals in the Gunnison Valley and placing them in permanent homes. Specifically, the funds were expended on shelter care, food, and supplies to allow us to provide the best possible care for all animals in our custody. By assisting with these expenses, it allows us to continue our work in the community of not only housing homeless, stray, and impounded animals, but also providing spay/neuter assistance to those in need in the valley, allowing 24/7 access to all law enforcement agencies, our work with Project Hope to provide care to animals who belong to victims of domestic violence, and the management of our Silver Whiskers program where we provide financial aide to low or fixed income residents who would benefit from a pet in their care.

Number of Clients Assisted during the Funding Year: 261 in-shelter animals. Approximately 900 clients assisted.

Customer Results Achieved via the County Funds:

In 2024, the following results were achieved due to the generous grant funding provided by Gunnison County:

- 115 cats were adopted
- 8 lost cats were reunited with their owners
- 69 dogs were adopted
- 69 lost dogs were reunited with their owners
- 43 spay/neuter coupons were provided to dog owners
- 44 spay/neuter coupons were issued to cat owners

How Your Customer Results Were Measured: Gunnison Valley Animal Welfare League's 2024 results were measured by the number of cats and dogs who were successfully adopted, the number of stray animals returned to their homes, how many locals we provided full or partial spay/neuter assistance for their pet, and how many individuals we assisted by phone, email, social media, and during in-person meetings by answering questions, providing support, and sharing information and resources.

However, we define our success as an animal shelter and as a community supported non-profit in terms of quality over quantity. While we can't necessarily control the number of animals that are brought to our shelter, we can assure the best care and homing options available. To achieve this, we furnish safe, comfortable, and warm housing, obtain any necessary medical care, spay/neuter, microchip, and vaccinate our adoptable animals, as well as provide food, love, and exercise to the animals in our care. Our staff and volunteers do everything possible to ensure that these animals receive the best care and support while they are with us. In addition, our staff works to get to know individual animals and their preferences, dislikes, and behaviors so that they can do all that they can to place animals in the best placements possible to help ensure happy animals and adopters and decrease the percentage of re-homed animals. We also continue our work in educating the public on the importance of spay/neuters and the humane treatment of animals, provide information and resources, and increase our involvement in our programs that provide assistance to our community members.

Submit this report to **one** of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

President:

Name: Kayce Barnett
Phone: 970-238-0252
Email: kaycebarnett@gmail.com

Physical Address:
508 N. 7th St
Gunnison, CO 81230

Vice President:

Name: OPEN
Phone:
Email:

Treasurer:

Name: Open As of September 2024
Phone:
Email:

Hoping to Fill Position Officially at October 2024 Board Meeting

Secretary:

Name: Nora Grant
Phone: 205-706-2421
Email: noragrantdvm1@gmail.com

740 County Road 20
Gunnison, CO 81230

Board Members:

Name: Geoff Berg
Phone: 970-275-5195
Email: geoff2@live.com

302 E Ohio
Gunnison, CO 81230

Name: TL Livermore
Phone: 970-641-2427
Email: toulouse81230@gmail.com

60 Riverwalk Drive
Gunnison, CO 81230

Name: Christina Sorenson
Phone:
Email: c.roman.sorensen@gmail.com

3517 County Road 730
Gunnison, CO 81230

Name: Jill Lazo
Phone:
Email: lewey1012@gmail.com

656 Tomichi Trail
Gunnison, CO 81230

Name: Emily Hatton
Phone: (240)676-2743
Email: Emilyrhatton@gmail.com

160 Aspen Lane, Unit B2
Crested Butte, CO 81224

Advisory Board Member:

Name: Paula Mann
Phone: 303-301-4156
Email: paulamanncpa@gmail.com

347 Overlook Trail
Gunnison CO 81230
Advisory and Accountant

tact Information:

Mailing Address (if different)	Ocupation/Title
	Office Manager, Crested Butte Marshal's Office
Previously held by Kellie Cheever who is moving outside of Gunnison County but will continue as a remote volunteer	
PO Box 1329 Crested Butte, CO 81224	
PO Box 1269 Gunnison CO 81230	Associate Dean, School of Business Assistant Professor of Accounting

Gunnison Valley Animal Welfare League
Income detail
as of January 31, 2024

GL Account	Description	Amount	Received	Expenses	Amount	Received	Notes		
61200 · Contributions	Individual Contributions	35,000	-	-	-				
61300 · Large Contributions	MacAllister Foundation (Shelter Manager)	10,000	-	-	-	December-23			
	Other	-	-	-	-	January-23			
62000 · Corporate Donations		2,000	-	-	-				
63000 · Fundraising	Spayghetti	2,000	-	-	-				
	Howl-O-Ween / GFALL	7,000	-	-	-				
	Top Dog	1,500	-	-	-				
	Other - Alley Loop	700	-	-	-				
	Other - Cat and Dog Art Show	1,000	-	-	-				
	Other - PUP/SUP & Paddle Board Auction	1,000	-	-	-				
	Other - Yard Sale	1,000	-	-	-				
	Other - Night of Lights / Santa Paws	750	-	-	-				
	Other - Calendar	-	-	-	-				
	Other - Turf Repair	3,000	-	-	-				
	Other	6,000	-	-	-			-	19675.6
64100 · Service Grants (Municipal)	Gunnison County	9,500	-	-	-	March-23			19,676
	City of Gunnison	2,000	-	-	-	November-23			
64200 · Private Grants	Wags and Menace	2,000	-	-	-				
	Gunnison Car Club	1,000	-	-	-	September-23			
	Colorado Pet Overpopulation Fund - S/N	5,000	-	-	-	September-23			
	CFGV - Operations	5,000	-	-	-				
	Animal Assistance Foundation - S/N	5,000	-	-	-	December-23			
	Gunnison Home Association	5,000	-	-	-	January-23			
	El Pomar	5,000	-						
		-	-						
	Other	8,000	-	-	-				
65000 · Shelter Earned Income		22,000	-	-	-				
Totals		140,450	-						

149,445	from PnL
149,445	
10,262	In kind
21	interest
28	dividend
139,134	

Gunnison Valley Animal Welfare League

	2024 Budget	2023 Budget	2022 Budget
Revenues			
Contributions (donation boxes, Individual donations)	45,000	45,000	25,000
Corporate Donations	2,000	3,000	3,000
Fundraising Events	23,950	16,000	20,000
Grants (Municipal and Private)	47,500	33,000	37,000
Shelter Earned Income (Adoption and Impound Fees)	22,000	20,000	16,500
Total Revenues	140,450	117,000	101,500
Funds transferred from cash reserves	27,750	-	12,500
Funds transferred to cash reserves	-	1,200	-
Expenses			
Professional Fees (Bookkeeping and Website)	3,000	3,000	5,000
Advertising	500	1,000	1,000
Office Supplies	2,500	2,500	2,500
Volunteer Appreciation	1,500	1,500	1,000
Shelter Supplies	3,000	3,000	3,000
Dues and Subscriptions	750	750	750
Continuing Education	600	600	600
Insurance	6,000	6,000	5,800
Licenses and Fees	600	600	600
Property Expense, repairs and maintenance	35,000	5,000	5,000
Utilities	9,500	7,800	7,300
Fundraising Expenses	3,000	4,000	4,000
Operating Expenses	65,950	35,750	36,550
Payroll Expenses	60,000	46,500	43,000
Payroll Reserve	-	-	-
Program Expenses			
Rescue Center			
Silver Whiskers	1,500	500	500
Fostering Expenses	750	750	750
Veterinary Care	12,000	9,000	9,000
Food/Supplies	4,000	2,500	2,000
Sterilization	13,000	10,000	10,000
Euthanasia	700	650	650
Vaccinations/Prescriptions	2,760	2,400	1,800
Total Rescue Center	34,710	25,800	24,700
Spay/Neuter Assistance	7,000	5,000	7,000
Feral / TNR	540	2,750	2,750
Total Expenses	168,200	115,800	114,000
Total Income/(Deficit)	-	-	-

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Valley Health Found

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Gunnison Valley Health Foundation Aid Agreement for 2025

Fiscal Impact: 11500

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON VALLEY HEALTH FOUNDATION

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $11,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Health Foundation**
711 N. Taylor Street
Gunnison, Colorado 81230
Contact Name: **Jennifer Birnie, Executive Director**
Carlie Kenton, Development Coordinator
Telephone: (970) 642-8400
Email: jbirnie@gvh-colorado.org; ckenton@gvh-colorado.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and Five Hundred U.S. dollars (**$11,500)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Health Foundation 711 N. Taylor Street Gunnison, Colorado 81230 Jennifer Birnie, Executive Director (970) 642-8400 Email:jbirnie@gvh-colorado.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: GUNNISON VALLEY HEALTH FOUNDATION

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION					
2025 CHARGES FOR SERVICE APPLICATION					
Organization Name:	Gunnison Valley Health Foundation				
Address 1:	711 N Taylor Street				
Address 2:					
City:	Gunnison	**State:**	CO	**Zip Code:**	81230
Telephone Number:	970-642-8400				
Email Address:	jbirnie@gvh-colorado.org				
Contact Person(s):	Jennifer Birnie, Vice President of Community Health and Development				

1. What is the amount of County funds requested? Please keep your request below $12,000.

$11,500

2. Provide specific information regarding what the County funds will be used for.

Funding from Gunnison County will be put into action at Gunnison Valley Health (GVH) bolstering behavioral health services to support mental health across the Gunnison Valley. GVH continues to grow and improve its Behavioral Health Department in response to our community needs.

In 2024 GVH Behavioral Health became licensed with the state Behavioral Health Administration (BHA), added Integrated Behavioral Health Care to the Family Medicine Clinic, and expanded the Bilingual Patient Navigator position to include behavioral heath referrals for Spanish-speaking patients. Over the past 5 years GVH Behavioral Health has expanded services to the north valley, increased the Peer Support Specialist Program, added of the Mobile Crisis Team, added Jail Based Services, and lead the implementation of the school-based therapy program demonstrating GVH's strong commitment to developing an effective and comprehensive scope of services for all ages and demographics in our community. Financial support is requested to fund the services of the Gunnison Valley Health Behavioral Health department.

The GVH Behavioral Health Department currently includes the following services:
- Four mobile crisis clinicians provide 24/7 coverage for immediate response in Gunnison and Hinsdale Counties. We continue to be the leading provider in the state of Colorado for response time to scene. GVH contract with State of Colorado now requires a paired response with a Peer Support Specialist so we have hired four additional peers to meet this need
- Six peer support specialists are available to provide services valley wide. Peers are individuals with lived experience involving mental health and substance abuse challenges who offer immediate support and services 24/7 in the Emergency Room and the community.
- Four outpatient clinicians provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system including the outpatient family medicine clinic and the clinic in Crested Butte.
- Embedded mental health clinician at the Primary Care Clinic in Gunnison
- GVH provides jail based services to inmates at the Gunnison County Jail and services include 40 hours/week of therapist and Psyc Nurse Practitioner time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
- An agreement with the Gunnison Watershed School District provides school-based therapy services to all schools in the Gunnison Valley.
- An agreement with Western Colorado University provides a school-based therapy clinic on campus with two full time therapists, a peer support specialist and interns for students and faculty in need of mental health services

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The goals of the GVH Behavioral Health Department include implementing an integrated care model that is focused on the physical and mental health of all patients, increasing accessibility to behavioral health services at all entry points of our health system, assessment of behavioral health needs and social determinants of health for all patients, and providing information regarding immediate resources.

Identified measures and metrics to track progress include:
- Annual number of mobile crisis calls
- Number of clients referred to the Medication Assisted Treatment (MAT) clinics in Gunnison and Crested Butte
- Continued reduction in emergency room admissions for patients needing help with an immediate mental health crisis
- Number of clients seen by a mobile crisis professional within 48 hours of a crisis incident
- Shorten the length of stay in the emergency room for psychiatric patients to less than 24 hours
- 30 day follow up services provided for all patient admitted to the Emergency Room for a behavioral health issue
- Complete social determinants of health screening for 75% of patients admitted to the emergency room, patient care unit, family birth center, and family medicine clinic.
- 90% of mothers receiving services through the Family Birth Center will be given a perinatal screening for depression and anxiety with positive results being reported to the local RAE (Regional Accountable Entities).
- Initiate the implementation of a Ketamine Clinic in Crested Butte to treat community members suffering from major depressive disorder

Gunnison Valley Health continues to work closely with the Gunnison County Department of Health and Human Services as they provide protection and support services to families of Gunnison and Hinsdale counties. Additionally, there is direct alignment between the work of the Juvenile Services Department and Gunnison Valley Health for prevention and intervention services to youth and their families. Together, we work to support individuals and families to be active and healthy members of the community.

4. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format

Lupita Halligan, Senior Accountant

LHalligan@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance

Attn: Lupita Halligan

200 E Virginia Ave

Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Gunnison Valley Health Foundation

Dollar Value of County Funds Awarded: $11,500

Funding Recipient's Total 2024 Annual Budget: $1,855,000

Other Funding Sources (please list source names and amounts received):
Government grants: $675,000, Nonprofit grants $625,323, Individual donations: $1,237,691, Special Events Income: $1,297,521

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 98%

How the County Funds Were Spent: Gunnison County funds were spent on costs associated with the development of the GVH Behavioral Health Department.

The GVH Behavioral Health Department includes the following services:

- Four **mobile crisis clinicians** have been hired to provide 24/7 coverage for immediate response in Gunnison County. Response time in the City of Gunnison is 15 minutes via telephone and 30 minutes on scene and Crested Butte is 45 minutes on scene.
- **Three clinic-based clinicians** (one social worker and two counselors) provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system.
- **Jail Based Services** include 40 hours/week of therapist time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
- **Medication Assisted Treatment (MAT) services** are provided three days/week through a new partnership with the Front Range Clinic (one day/week in Crested Butte). This is a specialty clinic designed to treat substance abuse disorder through alternatives treatments.
- **M1 hold evaluations** are currently conducted though a contract with Health One via telehealth from the Emergency Department.
- **School based therapy services** are provided through contracts with the Gunnison Watershed School District and Western Colorado University.
- **Peer Support services** are available to patients in crisis in the Emergency Room and clients needing additional assistance in the community.

Number of Clients Assisted during the Funding Year: 678

Customer Results Achieved via the County Funds:

- Implementation of an integrated care model that is focuses on the physical and mental health of all patients.

- Increased accessibility to behavioral health services at all entry points of our health system

- Assessment of behavioral health needs and social determinants of health for all patients and providing immediate resources for community-based services.

How Your Customer Results Were Measured:

1. 35% reduction in emergency room admissions for patients needing help with an immediate mental health crisis achieved with 112 patients/year diverted from the Emergency Room and served in the community through the mobile crisis team.

2. 82 patients were seen by a mental health professional within 48 hours of discharge from a Gunnison Valley Health services.

3. A Licensed Professional Counselor (LPC) position was successfully integrated into the outpatient Family Medicine clinic with 207 patients treated in the first year.

4. 43 patients in the Emergency Room were transported to a psychiatric or substance abuse facility outside of Gunnison County within one hour of being accepted.



Foundation Board of Directors 2024

Name	Address	Classification	Committee		Start Year	3 year Expire	6 year expire
Carol Ann May	Crested Butte	Community Board Member	Development	Chairman	2021	2024	2027
Steve Ogden	Gunnison	Community Board Member	Finance & Development	Vice Chair	2021	2024	2027
Megan Mensing	Gunnison	Hospital Board Member	Events	Secretary	2020	2023	2026
Alisa Corey	Gunnison	Community Board Member	Finance	Treasurer	2017	2025	
John Tarr	Gunnison	Emeritus Board Member	Development	Emeritus	2009		
Martina Walton	Crested Butte	Community Board Member	Development		2020	2023	2026
Sarah Otero	Crested Butte	Community Board Member	Finance, Development		2022	2025	2028
Laura Calvin	Crested Butte	Community Board Member	Events		2020	2023	2026
Don Haver	Crested Butte	Board of Trustee Rep	Events		2023	2026	2029
Annie Amrich	Gunnison	Community Board Member	Events	Events Chair	2022	2025	2028
Jack Blake	Crested Butte	Community Board Member	Development	Development Chair	2022	2025	2028
Linda Benkwith	Crested Butte	Community Board Member	Events		2023	2026	2029
Bill Sullivan	Gunnison	Community Board Member	Finance	Finance Chair	2023	2026	2029
Doris Altman	Mt. Crested Butte	Community Board Member	Events		2022	2025	2028
Jason Amrich	Gunnison	GVH Board Member		CEO	2021		
Angela Kobel	Gunnison	GVH Board Member		CFO	2023		
Stephanie Porter	Gunnison	GVH Board Member		CMO	2023		
Tim Neyman	Gunnison	TETWP Representative	Finance		2023		
Kathy Barnhart	Crested Butte	Gala Representative	Gala		2023		
Kathy MacAllister	Gunnison	Community Board Member	Events		2023	2026	2029

Foundation Staff

Tammy Scott	711 N. Taylor St. Gunnison, CO 81230	Foundation Coordinator	All
Jennifer Birnie	711 N. Taylor St. Gunnison, CO 81230	Executive Coordinator	All
Carlie Kenton	711 N. Taylor St. Gunnison, CO 81230	Development Coordinator	Select

*Each Director shall be elected for a three-year term of office. The elected Directors may serve up to (2) successive terms of (3) years.

Gunnison Valley Health Foundation
2024 Board Approved Budget
January - December 2024

Income	
43300 Direct Public Grants	
43310 Government Grants	150,000
43340 Nonprofit Organization Grants	500,000
Total 43300 Direct Public Grants	**650,000.00**
43400 Direct Public Support	
43450 Individ, Business Contributions	100,000
43455 High Peaks Contribution	15,000
43460 Legacies and Bequests	0
43480 Restricted EMS Donations	1,600,000
43485 Champions for Healthcare	0
43490 Trek for Life	20,000
Total 43400 Direct Public Support	**1,735,000**
44600 Scholarship Fund	30,000
45000 Investments	
45020 Dividends	40,000
45040 Interest Income	0
45050 Other Investment Revenue	500
45060 Gain/Loss Investment	0
Total 45000 Investments	**40,500.00**
49000 Special Events Income	130,000
49010 Special Events Contributions	70,000
Total 49000 Special Events Income	**200,000**
Total Income	**2,655,500**
Gross Profit	**2,655,500**
Expenses	
62100 Contract Services	
62150 Outside Contract Services	134,225
62160 Grant Writing Services	0
Total 62100 Contract Services	**134,225**
62145 Merrill Lynch Advisory Fees	25,000
62700 Public Grants	50,000
63000 Scholarship Fund Expense	30,000
64000 Fundraising Expenses	**105,000**
64100 Capital Project Fundraising	5,000
64200 General Fundraising	5,000
64300 Publicity Events	5,000
64650 Trek for Life Expenses	5,000
64700 Special Events	120,000
Total 64000 Fundraising Expenses	**140,000**

65000 Operations	
65010 Education	0
65020 Postage, Mailing Service	1,000
65030 Printing and Copying	1,000
65040 Supplies	1,000
65120 Credit Card Fees	1,000
65125 Dues/Subscriptions	5,000
65140 Banking fees	300
65300 Travel and Meetings	
65310 Conference, Convention, Meeting	2,000
Total 65300 Travel and Meetings	2,000
Total 65000 Operations	**11,300.00**
65100 Other Types of Expenses	
65150 Contributions to GVH	500,000
65155 Contributions to SCC	0
65156 Contr. to Hospice & PC	20,000
Total 65155 Contributions to SCC	**20,000**
65159 High Peaks Employee Club	15,000
65171 Community Outreach	40,000
65180 GVH Employee Recognition	0
Total 65100 Other Types of Expenses	**595,000**
65165 Nursing Scholarships	10,000
65330 Meals/Entertainment	500
67500 John Tarr Nursing Award	3,000
Total Expenses	**999,025**
Net Operating Income	**1,656,475**
Net Income	

Gunnison Valley Health
Behavioral Health Department Budget 2024

Income	
School Based services contract	$416,686.40
Mobile Crisis services contract	$653,809.00
Gunnison County Contract--jail based services	$160,000.00
Western Colorado University Contract	$167,030.47
Outpatient Billing	$604,780.00
Grants	$350,000.00
	$2,352,305.87
Expenses	
Salaries and Benefits	$1,920,226.00
General Supplies	$10,000.00
Minor Equipment	$4,460.00
Education	$17,500.00
Travel	$5,000.00
Meals/Entertainment	$2,000.00
Hotel	$3,000.00
Maintenance Vehicle	$2,500.00
Contract Services	$42,023.00
Outside Services	$14,900.00
Rent/Lease	$205.00
Patient Support	$6,000.00
Program Billable (JBBS)	$15,000.00
Program Billable--Client needs	$20,000.00
Dues & Subscriptions	$1,500.00
Gasoline	$2,400.00
Communications	$15,000.00
Employee Mileage	$5,000.00
	$2,086,714.00

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO

COMBINED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED DECEMBER 31, 2023 AND 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

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GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2023 AND 2022

INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	4
COMBINED FINANCIAL STATEMENTS	
COMBINED STATEMENTS OF NET POSITION	9
COMBINED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION	11
COMBINED STATEMENTS OF CASH FLOWS	12
NOTES TO COMBINED FINANCIAL STATEMENTS	14
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION	39
SUPPLEMENTARY INFORMATION	
COMBINING STATEMENTS OF NET POSITION	40
COMBINING STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION	44
COMBINING STATEMENTS OF CASH FLOWS	46
REQUIRED SUPPLEMENTAL INFORMATION	
COMBINED BUDGETED AND ACTUAL REVENUES AND EXPENSES	50
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*	51

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

Report on the Audit of the Combined Financial Statements

Opinion

We have audited the accompanying combined financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations) and its blended component units (the Foundation and GVHCS), which comprise the combined statements of net position as of December 31, 2023 and 2022, and the related combined statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Organizations as of December 31, 2023 and 2022, and the results of their operations, changes in their net position, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of the Organizations and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organizations ability to continue as a going concern for one year after the date the combined financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organizations' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 8 and the combined budgeted and actual revenues and expenses on page 50 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic combined financial statements, and other knowledge we obtained during our audits of the basic combined financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 28, 2024 on our consideration of the Organizations' internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion of the effectiveness of the Organizations' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
May 28, 2024

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2023 AND 2022

INTRODUCTION

This management's discussion and analysis of Gunnison Valley Hospital, Gunnison Valley Health Senior Care Center, and Gunnison Valley Health Foundation (collectively referred to as the Organizations) provides an overview of the Organizations' financial activities for the years ended December 31, 2023 and 2022. It should be read in conjunction with the accompanying combined financial statements of the Organizations, which begin on page 9.

USING THIS ANNUAL REPORT

The Organizations' combined financial statements consist of three statements: a combined statement of net position, a combined statement of revenues, expenses, and changes in net position, and a combined statement of cash flows. These statements provide information about the activities of the Organizations, including resources held by the Organizations but restricted for specific purposes by creditors, contributors, grantors or enabling legislation. All significant intercompany transactions have been eliminated. The Organizations are accounted for as business-type activities and present their combined financial statements using the economic resources measurement focus and the accrual basis of accounting.

FINANCIAL HIGHLIGHTS

- The Organizations cash and investments decreased in 2023 by $1,835,849 or 3%, compared to a decrease of $9,393,210 or 13%, in 2022.
- Patient and resident accounts receivable increased in 2023 by $912,045 or 10%, compared to an increase of $1,072,832, or 14%, in 2022.
- Long-term debt, excluding current portion, decreased $1,128,704 in 2023 and $1,199,309 in 2022.
- Net position increased $3,545,013 in 2023 compared to a decrease of $893,421 in 2022.
- Net operating revenues increased by $7,410,096, or 11%, in 2023, and decreased by $362,493, or 1%, in 2022.
- Operating expenses increased by $6,775,672 or 9%, in 2023, and $3,813,634 or 5%, in 2022.
- Nonoperating revenues (expenses) increased by $3,804,010 in 2023 and decreased by $5,513,716 in 2022.

THE COMBINED STATEMENT OF NET POSITION AND COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

One of the most important questions asked about any organization's finances is, "Is the organization as a whole better or worse off as a result of the year's activities?" The combined statement of net position and the combined statement of revenues, expenses, and changes in net position report information about the Organizations' resources and its activities in a way that helps answer this question. These statements include all restricted and unrestricted assets and all liabilities using the accrual basis of accounting. Using the accrual basis of accounting means that all of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

THE COMBINED STATEMENT OF NET POSITION AND COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (CONTINUED)

These two statements report the Organizations' net position and changes in it. The Organizations' total net position—the difference between assets and liabilities—is one measure of the Organizations' financial health or financial position. Over time, increases or decreases in the Organizations' net position is an indicator of whether their financial health is improving or deteriorating. Other nonfinancial factors, such as changes in the Organizations' patient base, changes in legislation and regulations, measures of the quantity and quality of services provided to its patients, and local economic factors, should also be considered to assess the overall financial health of the Organizations.

THE COMBINED STATEMENT OF CASH FLOWS

The final required statement is the combined statement of cash flows. The statement reports cash receipts, cash payments, and net changes in cash and cash equivalents resulting from operations, noncapital financing activities, capital and related financing activities, and investing activities. It provides answers to such questions as where did cash come from, what was cash used for, and what was the change in cash and cash equivalents during the reporting period.

THE ORGANIZATIONS' NET POSITION

The Organizations' net position is the difference between its assets and liabilities reported in the combined statements of net position. The Organizations' net position increased $3,545,013 (4%) in 2023 and decreased $893,421 (1%) in 2022 as shown in Table 1.

TABLE 1: ASSETS, LIABILITIES, AND NET POSITION

	2023	2022	2021
ASSETS			
Cash and Investments	$ 7,151,992	$ 8,163,157	$ 27,770,202
Patient and Resident Accounts Receivable, Net	9,604,776	8,692,731	7,619,899
Other Current Assets	4,591,196	4,277,339	4,177,780
Capital Assets, Net	47,698,533	45,565,547	44,027,492
Noncurrent Cash and Investments	51,311,936	52,136,620	41,922,785
Other Noncurrent Assets	102,720	102,720	209,112
Total Assets	$ 120,461,153	$ 118,938,114	$ 125,727,270
LIABILITIES			
Current Liabilities	$ 8,903,108	$ 9,796,378	$ 14,492,804
Long-Term Debt	19,543,901	20,672,605	21,871,914
Total Liabilities	28,447,009	30,468,983	36,364,718
NET POSITION			
Net Investment in Capital Assets	27,512,001	24,384,683	21,682,999
Restricted Expendable	3,676,167	3,393,598	2,186,333
Restricted for Debt Service	1,026,334	3,095,558	2,928,984
Unrestricted	59,799,642	57,595,292	62,564,236
Total Net Position	92,014,144	88,469,131	89,362,552
Total Liabilities and Net Position	$ 120,461,153	$ 118,938,114	$ 125,727,270

THE ORGANIZATIONS' ASSETS AND LIABILITIES

The most noteworthy changes in 2023 to the Organizations' combined statement of net position is the decrease in cash and investments. The combined statement of net position shows that cash and investments decreased by $1,835,849 between 2023 and 2022. The Organizations invested in capital assets in 2023 and continued to pay down both current and long-term liabilities.

The most noteworthy changes in 2022 to the Organizations' combined statement of net position is the decrease in cash and investments. The combined statement of net position shows that cash and investments decreased by $9,393,210 between 2022 and 2021. The Organizations repaid the outstanding Medicare advanced payments along with the deferred FICA taxes. This caused a decrease in current liabilities. The Organizations also experienced an operating loss in fiscal year 2022 which caused a decrease in cash and investments.

OPERATING RESULTS AND CHANGES IN ORGANIZATIONS' NET POSITION

In 2023 and 2022, the Organizations' net position increased by $3,545,013 and decreased by $893,421, respectively. See Table 2 for the operating results and changes in net position.

TABLE 2: OPERATING RESULTS AND CHANGES IN NET POSITION

	2023	2022	2021
OPERATING REVENUES			
Net Patient and Resident Service Revenues	$ 74,991,549	$ 68,368,521	$ 69,298,815
Other Operating Revenues	2,578,507	1,791,439	1,223,638
Total Operating Revenues	77,570,056	70,159,960	70,522,453
OPERATING EXPENSES			
Salaries and Employee Benefits	44,542,169	41,273,463	40,459,695
Purchased Services and Professional Fees	12,427,192	12,339,045	8,659,842
Supplies and Other	19,235,023	15,867,992	17,114,929
Depreciation and Amortization	4,964,906	4,913,118	4,345,518
Total Operating Expenses	81,169,290	74,393,618	70,579,984
OPERATING LOSS	(3,599,234)	(4,233,658)	(57,531)
NONOPERATING REVENUES AND EXPENSES			
Property Taxes	979,841	879,169	856,395
Investment Income (Loss)	2,777,874	(1,096,321)	194,562
Interest Expense	(581,100)	(602,678)	(627,782)
Other Nonoperating Revenues and Expenses, Net	3,967,632	4,160,067	8,430,778
Net Nonoperating Revenues	7,144,247	3,340,237	8,853,953
INCREASE (DECREASE) IN NET POSITION	$ 3,545,013	$ (893,421)	$ 8,796,422

OPERATING LOSS

The first component of the overall change in the Organizations' net position is its operating loss, which is the difference between net patient and resident service revenue and the expenses incurred to perform those services. In 2023, the Organizations reported an operating loss of $3,599,234 compared to an operating loss of $4,233,658 in 2022. The Organizations' management and staff have worked together to ensure quality patient care while keeping rates to patients competitive with other hospitals, controlling expenses, and maintaining a strong financial position through investments, tax revenues, and grants and contributions.

Net patient and resident service revenue of $75 million in 2023 represented a 9.7% increase over 2022. Salaries and employee benefits increased in 2023 by approximately $3,269,000 or 8%, as a result of additional physicians and employees added during 2023 along with wage rate increases. Purchased services and professional fees, supplies and other expenses increased $3.5 million or 12.2%, as a result of increased patient revenues and inflationary pressures.

The provision for bad debt in 2023 increased from 2022 by 25%. It is important to note that the allowance for self-pay accounts receivable, inclusive of bad debt reserve, was $6.2 million and $4.8 million for 2023 and 2022, respectively.

Net patient and resident service revenue of $68 million in 2022 represented a 1.3% decrease over 2021. Salaries and employee benefits increased in 2022 by approximately $814,000 or 2%, as a result of additional physicians and employees added during 2022 along with wage rate increases. Purchased services and professional fees, supplies and other expenses increased $2.4 million or 9.4%, as a result of increases in contract labor and inflationary pressures.

The provision for bad debt in 2022 increased from 2021 by 46%. It is important to note that the allowance for self-pay accounts receivable, inclusive of bad debt reserve, was $4.8 million and $3.9 million for 2022 and 2021, respectively.

The Organizations have policies established regarding requesting an initial deposit or payment for elective services, predicated on the expectation that bad debts and long-term accounts receivable will decline, thereby receiving cash flow and lower allowances. Further, the Organizations have a financial assistance policy in place with a basis from the federal poverty guidelines. Discounts are offered for prompt payment of self-pay receivables.

NONOPERATING REVENUES AND EXPENSES

Nonoperating revenues and expenses consist primarily of property tax revenue, investment income, interest expense, and noncapital grants and contributions. Property tax revenues from the county increased 11.5% in 2023 and 2.7% 2022. Revenues from investments increased by 353% for 2023 compared to a decrease of 663% for 2022, due to the changing economic climate. Interest expense decreased by 3.6% in 2023 due to continued principal payments on long-term debt. Noncapital grants and contributions decreased in 2023 as a result of less grants received in 2023.

THE ORGANIZATIONS' CASH FLOWS

The changes in the Organizations' cash flows are consistent with changes in operating gain and nonoperating revenues and expenses, as discussed earlier. The Organizations did receive funding in 2022 and 2021 to assist with the potential cash flow impacts of the COVID-19 pandemic.

CAPITAL ASSETS, NET

The Organizations' capital assets, net of accumulated depreciation, increased from $45,565,547 in 2022 to $47,698,533 in 2023, as detailed in Note 6 to the combined financial statements. During 2023 and 2022, the Organizations added capital assets of $7,097,892 and $6,094,095, respectively.

LONG-TERM DEBT

At December 31, 2023 and 2022, the Organizations had long-term debt (including current portion) of $21,269,891 and $22,514,223, respectively. The Organizations continue to make the principal payments on outstanding debt as they become due.

OTHER ECONOMIC FACTORS

The Hospital and the Senior Care Center operate in rural Colorado in Gunnison County. These are predominantly ranching communities, but are also resort destinations, which generally rely on tourism. As a result, the communities can be impacted by national economic and environmental trends.

CONTACTING THE ORGANIZATIONS' FINANCIAL MANAGEMENT

This financial report is designed to provide our patients, suppliers, taxpayors, investors, and creditors with a general overview of the Organizations' finances and to show the Organizations' accountability for the money they receive. Questions about this report and requests for additional financial information should be directed to the Hospital's executive office by telephoning 970-641-1456 or the Senior Care Center's business administration by telephoning 970-641-0704.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF NET POSITION
DECEMBER 31, 2023 AND 2022

	2023	(As Restated) 2022
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 5,044,449	$ 5,362,170
Restricted Cash	932,543	1,655,987
Current Portion of Noncurrent Cash and Investments	1,175,000	1,145,000
Patient and Resident Accounts Receivable, Net	9,604,776	8,692,731
Supplies	2,842,045	2,534,027
Prepaid Expenses and Other	1,749,151	1,743,312
Total Current Assets	21,347,964	21,133,227
NONCURRENT CASH AND INVESTMENTS		
Restricted Investments by Donors	3,676,167	1,837,358
Held by Trustee for Debt Service	1,026,334	3,095,558
Internally Designated	47,784,435	48,348,704
Total	52,486,936	53,281,620
Less: Amount Required to Meet Current Obligations	(1,175,000)	(1,145,000)
Total Noncurrent Cash and Investments	51,311,936	52,136,620
CAPITAL ASSETS, NET	47,698,533	45,565,547
OTHER ASSETS		
Investment Held at Cost	102,720	102,720
Total Other Assets	102,720	102,720
Total Assets	$ 120,461,153	$ 118,938,114

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF NET POSITION (CONTINUED)
DECEMBER 31, 2023 AND 2022

	2023	(As Restated) 2022
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	$ 1,175,000	$ 1,145,000
Current Maturities of Finance Lease Obligations	488,228	634,610
Current Maturities of SBITA	62,762	62,008
Accounts Payable	2,581,011	2,507,142
Accrued Expenses and Other Current Liabilities	3,708,401	3,792,426
Unearned Revenue	-	721,346
Estimated Amounts Due to Third-Party Payors	887,706	933,846
Total Current Liabilities	8,903,108	9,796,378
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Maturities	18,470,000	19,645,000
Finance Lease Obligations, Net of Current Maturities	1,010,375	901,317
SBITA, Net of Current Maturities	63,526	126,288
Total Long-Term Liabilities	19,543,901	20,672,605
Total Liabilities	28,447,009	30,468,983
NET POSITION		
Net Investment in Capital Assets	27,512,001	24,384,683
Restricted Expendable	3,676,167	3,393,598
Restricted for Debt Service	1,026,334	3,095,558
Unrestricted	59,799,642	57,595,292
Total Net Position	92,014,144	88,469,131
Total Liabilities and Net Position	$ 120,461,153	$ 118,938,114

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	(As Restated) 2022
OPERATING REVENUES		
Net Patient Service Revenue (Net of Provision for Bad Debts of Approximately $4,096,000 in 2023 and $3,280,000 in 2022)	$ 69,706,883	$ 62,615,123
Net Resident Service Revenue	5,284,666	5,753,398
Other Operating Revenue	2,578,507	1,791,439
Total Operating Revenues	77,570,056	70,159,960
OPERATING EXPENSES		
Salaries and Wages	34,654,625	31,755,383
Employee Benefits	9,887,544	9,518,080
Professional Fees	5,779,897	7,118,551
Purchased Services	6,647,295	5,220,494
Supplies and Other	19,235,023	15,867,992
Depreciation and Amortization	4,964,906	4,913,118
Total Operating Expenses	81,169,290	74,393,618
OPERATING LOSS	(3,599,234)	(4,233,658)
NONOPERATING REVENUES AND EXPENSES		
Property Taxes	979,841	879,169
Investment Income (Loss)	2,777,874	(1,096,321)
Interest Expense	(581,100)	(602,678)
Gain on Disposal of Capital Assets	15,000	4,000
Noncapital Grants and Contributions	3,952,632	4,156,067
Total Nonoperating Revenues and Expenses	7,144,247	3,340,237
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	3,545,013	(893,421)
Net Position - Beginning of Year	88,469,131	89,362,552
NET POSITION - END OF YEAR	$ 92,014,144	$ 88,469,131

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	(As Restated) 2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from and on Behalf of Patients and Residents	$ 74,033,364	$ 64,394,306
Payments to Suppliers and Contractors	(31,985,019)	(28,728,709)
Payments to Employees	(44,751,357)	(41,698,677)
Other Receipts, Net	2,791,344	1,791,439
Net Cash Provided (Used) by Operating Activities	88,332	(4,241,641)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Property Taxes Supporting Operations	979,841	879,169
Noncapital Grants and Contributions	3,223,274	3,034,828
Net Cash Provided by Noncapital Financing Activities	4,203,115	3,913,997
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal Paid on Long-Term Debt	(1,145,000)	(1,115,000)
Interest Paid on Long-Term Debt	(577,946)	(616,049)
Principal Paid on Finance Lease Obligations	(713,168)	(539,724)
Principal Paid on SBITA	(62,008)	(62,390)
Proceeds from Sale of Capital Assets	15,000	4,000
Purchase of Capital Assets	(6,422,048)	(5,640,082)
Net Cash Used by Capital and Related Financing Activities	(8,905,170)	(7,969,245)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment Income (Loss)	2,777,874	(1,096,321)
Purchase of Investments	(6,604,169)	(21,528,611)
Proceeds from Disposition of Investments	7,398,853	11,394,976
Net Cash Provided (Used) by Investing Activities	3,572,558	(11,229,956)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,041,165)	(19,526,845)
Cash and Cash Equivalents - Beginning of Year	7,018,157	26,545,002
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 5,976,992	$ 7,018,157
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENTS OF NET POSITION		
Cash and Cash Equivalents	$ 5,044,449	$ 5,362,170
Restricted Cash	932,543	1,655,987
Total Cash and Cash Equivalents	$ 5,976,992	$ 7,018,157

See accompanying Notes to Combined Financial Statements.

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	(As Restated) 2022
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES		
Operating Loss	$ (3,599,234)	$ (4,233,658)
Depreciation and Amortization	4,964,906	4,913,118
Provision for Bad Debts	4,096,222	3,279,963
Changes in Operating Assets and Liabilities:		
Patient and Resident Accounts Receivable, Net	(5,008,267)	(4,352,795)
Supplies	(308,018)	(172,394)
Prepaids Expenses and Other	119,161	197,835
Accounts Payable	73,869	(535,361)
Accrued Expenses and Other Liabilities	517,179	581,773
Unearned Revenue	(721,346)	(3,872,968)
Estimated Amounts Due to Third-Party Payors	(46,140)	(47,154)
Net Cash Used by Operating Activities	$ 88,332	$ (4,241,641)
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	$ 577,946	$ 616,049
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Purchase of Capital Assets through Finance Lease Obligations	$ 675,844	$ 454,013

See accompanying Notes to Combined Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Reporting Entities

The accompanying combined financial statements include the accounts of Gunnison Valley Hospital (the Hospital) and Gunnison Valley Health Senior Care Center (the Senior Care Center), collectively referred to as the "Organizations". Under accounting principles generally accepted in the United States of America (U.S. GAAP), the Hospital and the Senior Care Center constitute component units of Gunnison County (the County) and are discretely presented component units for the financial reporting purpose of the County.

The Hospital is a 24-bed acute care hospital, which has been an enterprise fund of the County since its inception in 1973. Effective January 1, 1995, the County received title to the Senior Care Center, a long-term care facility, and placed it under the governance of the Hospital's board of trustees, which is appointed by the Gunnison County Commissioners. The Senior Care Center is licensed for 50 beds.

Foundation

The Foundation is a legally separate component unit of the Hospital. The Foundation is a 501(c)(3) tax-exempt organization. The Foundation's primary function is to raise and hold funds to support the Hospital, the Senior Care Center, the Willows and their programs. The majority of the Foundation's board of directors is appointed by the Hospital's board of trustees.

Although the Organizations do not control the timing or amount of receipts from the Foundation, the majority of the Foundation's resources and related income are restricted by donors for the benefit of the Organizations. Because the Hospital's board of trustees appoints the majority of the Foundation's board of directors, the Foundation is considered a component unit of the Hospital and is included in the Hospital's financial statements using the blended method.

Gunnison Valley Health Care Services, LLC

Gunnison Valley Health Care Services, LLC (GVHCS) has been formed as a Limited Liability Company. The Hospital is the sole member of GVHCS. Accordingly, any income or loss is passed through to the member and reported on the member's tax return. GVHCS is considered a component unit of the Hospital and is included in the Hospital's financial statements using the blended method.

Standards of Accounting and Financial Reporting

The accompanying combined financial statements have been presented in conformity with U.S. GAAP in accordance with the American Institute of Certified Public Accountants' audit and accounting guide, health care entities, and other pronouncements applicable to health care organizations and guidance from the Governmental Accounting Standards Board (GASB), where applicable. Due to their relationship with the County, the Organizations are subject to the application of accounting pronouncements issued by the GASB.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the combined statements of cash flows, cash and cash equivalents are considered to be highly liquid investments with an original maturity of 90 days or less.

Investments and Investment Income

Investments in U.S. mutual treasury funds, agency and instrumentality obligations with a remaining maturity of one year or less at time of acquisition, and in nonnegotiable certificates of deposit are carried at amortized cost. All other investments are carried at fair value. Fair value is determined using quoted market prices.

Investment income includes dividend and interest income, realized gains and losses on investments carried at other than fair value, and the net change for the year in the fair value of investments carried at fair value.

Patient and Resident Accounts Receivable, Net

The Organizations report patient and resident accounts receivable for services rendered at net realizable amounts from third-party payors, patients, and others. The Organizations provide an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information, and existing economic conditions. As a service to the patient, the Organizations bill third-party payors directly and bill the patient when the patient's liability is determined. Patients are not required to provide collateral for services rendered. Patient accounts receivable are ordinarily due in full when billed. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the patient or third-party payor. In addition, an allowance is estimated for other accounts based on historical experience of the Organizations. At December 31, 2023 and 2022, the allowance for uncollectible accounts was approximately $6,199,000 and $4,834,000, respectively.

Supplies

Supply inventories are stated at the lower of cost, determined using the first-in, first-out basis, or net realizable value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Noncurrent Cash and Investments

Noncurrent cash and investments consist of cash and cash equivalents, money market funds, mutual funds, certificates of deposit, equities, U.S. agency obligations, municipal obligations, and corporate obligations. These assets include assets restricted under an indenture agreement, donor restricted funds, and internally designated unrestricted assets set aside by the board of trustees over which the board retains control and may at its discretion use for other purposes. Amounts required to meet current liabilities of the Organizations are included in current assets.

Capital Assets, Net

Capital assets are recorded at cost at the date of acquisition, or fair value at the date of donation, if acquired by gift. The Organizations capitalize acquisitions with an initial individual cost of $5,000 and an estimated useful life in excess of one year. Depreciation is computed using the straight-line method over the estimated useful life of each asset. Assets under capital lease obligations and leasehold improvements are depreciated over the shorter of the lease term or their respective estimated useful lives. The following estimated useful lives are being used by the Organizations:

Land Improvements	5 to 30 Years
Buildings and Leasehold Improvements	5 to 40 Years
Equipment	3 to 10 Years

Leases - Lessee

The Organizations are a lessee for noncancellable leases of buildings and equipment. The Organizations recognize a lease liability and property and equipment in the combined financial statements. The Organizations recognize lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the Organizations initially measure the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases – Lessee (Continued)

Key estimates and judgments related to leases include how the Organizations determine (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Organizations use the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Organizations generally use their estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the Organizations are reasonably certain to exercise.

The Organizations monitor changes in circumstances that would require a remeasurement of their lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Subscription-Based Information Technology Arrangements (SBITA)

SBITA assets are initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. SBITA assets are amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets.

Net Position

The net position of the Organizations is classified in four components. *Net investment in capital assets* consist of capital assets net of accumulated depreciation and reduced by any outstanding balances of borrowings used to finance the purchase or construction of those assets. *Restricted expendable net position* is noncapital net position that must be used for a particular purpose, as specified by creditors, grantors, or contributors external to the Organizations. Restricted net assets are reduced by any liabilities payable from restricted assets. *Restricted for debt service* are funds set aside as required per debt documents to be used for future debt payments. *Unrestricted net position* is the remaining net assets that do not meet the definition of invested in capital assets net of related debt or restricted.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes

The Organizations collectively received approximately 1% of their financial support from property taxes in 2023 and 2022. These funds were used to support operations exclusively at the Senior Care Center. Taxes are assessed on January 1 and are due in one installment on April 30 or in two installments on February 28 and June 15 of each year. Property tax revenue is recognized in the year for which the taxes are levied. There were no property tax abatements recognized in 2023 and 2022.

Net Patient and Resident Service Revenue

Net patient and resident service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered and includes estimated retroactive revenue adjustments and a provision for uncollectible accounts. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the services are rendered and such estimated amounts are revised in future periods as adjustments become known.

Charity Care

The Hospital provides care without charge or at amounts less than its established rates to patients meeting certain criteria under its charity care policy. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, these amounts are not reported as net patient service revenue. Charges excluded from revenue under the Hospital's charity care policy were approximately $1,631,000 and $1,585,000 for 2023 and 2022, respectively.

Grants and Contributions

From time to time, the Organizations receive grants and contributions from individuals and private organizations. Revenues from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as nonoperating revenues. Amounts restricted to capital acquisitions are reported after nonoperating revenues and expenses.

Operating Revenues and Expenses

The Organizations' combined statements of revenues, expenses, and changes in net position distinguishes between operating and nonoperating revenues and expenses. Operating revenues result from exchange transactions associated with providing health care services, the Organizations' principal activity. Nonexchange revenues, including taxes, interest expense, grants, gain on disposal of capital assets, and contributions received for purposes other than capital asset acquisition, are reported as nonoperating revenues. Operating expenses are all expenses incurred to provide health care services.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Costs

The Organizations expense advertising costs as incurred.

Income Taxes

As an essential government function of the County, the Organizations are generally exempt from federal and state income taxes under Section 511 of the Internal Revenue Code (IRC) and a similar provision of state law. The Foundation is exempt from income taxes under Section 501(c)(3) of the IRC and a similar provision for state law. However, the Foundation is subject to federal income tax on any unrelated business taxable income.

Fair Value Measurements

To the extent available, the Organizations' investments are recorded at fair value. GASB Statement No. 72, *Fair Value Measurement and Application,* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement establishes a hierarchy of valuation inputs based on the extent to which inputs are observable in the marketplace. Inputs are used in applying the various valuation techniques and take in to account the assumptions that market participants use to make valuation decisions. Inputs may include price information, credit data, interest and yield curve data, and other factors specific to the financial instrument. Observable inputs reflect market data obtained from independent sources.

In contrast, unobservable inputs reflect an entity's assumptions about how market participants would value the financial instrument. Valuation techniques should maximize the use of observable inputs to the extent available. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used for financial instruments measured at fair value on a recurring basis:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of New Accounting Standards

In March 2020, the GASB issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. This standard provides accounting and financial reporting requirements for public-private and public-public partnership arrangements (PPPs) that either meet the definition of an SCA or are not within the scope of Statement 87, as amended. This standard also provides guidance for accounting and financial reporting for availability payment arrangements (APAs), which are arrangements in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. The Organizations adopted this standard for the year ended December 31, 2023 and the adoption of the standard had no impact on their combined financial statements.

In May 2020, the GASB issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This standard defines a subscription-based information technology arrangement (SBITA); establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability; provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and requires note disclosures regarding a SBITA.

The Organizations adopted the requirements of the guidance effective January 1, 2022 and has applied the provisions of this standard to the earliest comparative period presented. The impact of adopting GASB Statement No. 96 on the combined statement of net position and combined statement of revenues, expenses, and changes in net position as of December 31, 2022 was as follows:

	As Previously Reported	Adjustment	As Restated
Combined Statement of Net Position			
Noncurrent Assets:			
Capital Assets, Net	$ 45,377,251	$ 188,296	$ 45,565,547
Current Liabilities:			
Current Maturities of SBITA	-	62,008	62,008
Noncurrent Liabilities:			
SBITA, Net of Current Maturities	-	126,288	126,288
Net Position			
Net Investment in Capital Assets	24,384,683	-	24,384,683
Combined Statement of Revenues, Expenses, and Changes in Net Position			
Operating Expenses			
Supplies and Other	$ 5,285,565	$ (65,071)	$ 5,220,494
Depreciation and Amortization	4,850,728	62,390	4,913,118
Nonoperating Revenues (Expenses):			
Interest Expense	(599,997)	(2,681)	(602,678)

NOTE 2 TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the state constitution, Article X, Section 20, which has several limitations including revenue raising, spending abilities, and other specific requirements of state and local governments.

The Organizations' financial activity provides the basis for calculation of limitations adjusted for allowable increases tied to inflation and local growth.

The amendment excludes enterprises from its provisions. Enterprises are defined as government-owned businesses authorized to issue revenue bonds and receive less than 10% of their annual revenue in grants from all state and local governments combined. The Organizations are of the opinion that the following operations qualify for this exclusion: Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center.

Fiscal year spending and revenue limits are determined based on the prior year's spending, adjusted for inflation and local growth. Revenue in excess of the limit must be refunded unless the voters approve retention of such revenue.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE

The Organizations have agreements with third-party payors that provide for payments to the Organizations at amounts different from their established rates. These payment arrangements include the following:

Hospital

Medicare

The Hospital has elected the Critical Access Hospital (CAH) designation. As a Critical Access Hospital, inpatient acute care services rendered to Medicare program beneficiaries are paid on a cost-reimbursed basis and inpatient nonacute services and outpatient services are reimbursed on a cost basis. The Hospital is reimbursed for certain services at tentative rates with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the Medicare fiscal intermediary through December 31, 2021. Clinical services are paid on a cost basis or fixed fee schedule.

Medicaid

Inpatient acute care services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors. Through October 31, 2016, inpatient nonacute services, certain outpatient services, and defined capital costs related to Medicaid beneficiaries were paid based on a cost-reimbursement methodology. On November 1, 2016, the Medicaid program began reimbursing inpatient nonacute services and certain outpatient services using a prospective payment methodology.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE (CONTINUED)

Hospital (Continued)

Medicaid (Continued)

In 2012, the state of Colorado adopted a provider fee program, approved by the Centers for Medicare and Medicaid Services (CMS), under which all hospitals in the state were assessed a fee. The inpatient fee is based on a rate for managed care and nonmanaged care days for the reporting period and the outpatient fee is based on a percentage of total outpatient charges. The state of Colorado uses the fees to supplement state budget funds for the Medicaid program, which brings matching federal funds into the program, enabling the state of Colorado to fund Medicaid payments to hospitals at a higher rate than would otherwise be possible. Beginning with the state fiscal year ended June 30, 2011, funding received in excess of costs to provide these services to Medicaid and uninsured patients may be refunded. As of December 31, 2023 and 2022, the Organizations have not recorded a reserve for the estimated portion of funding received in excess of costs. It is reasonably possible that this estimate could materially change in the near term.

Other

The Organizations have also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Organizations under these agreements includes prospectively determined rates per discharge, discounts from established charges and prospectively determined daily rates.

Uninsured

The Organizations provide healthcare services to patients who have not purchased commercial healthcare insurance coverage and do not qualify as beneficiaries of the Medicare and Medicaid programs. Based upon financial information obtained, some of these patients qualify for discounts from charges under the Organizations' charity care policy.

Medicare

The Senior Care Center participates in the Medicare program. This federal program is administered by the Centers for Medicare and Medicaid Services (CMS). The Senior Care Center is paid under the Medicare Prospective Payment System (PPS) for residents who are Medicare Part A eligible and meet the coverage guidelines for skilled nursing facility services (SNFs). The PPS is a per diem price-based system. Annual cost reports are required to be submitted to the designated Medicare Administrative Contractor; however, they do not contain a cost settlement. On October 1, 2019, CMS finalized the Patient Driven Payment Model (PDPM) to replace the existing Medicare reimbursement system. Under PDPM, therapy minutes are removed as the primary basis for payment and instead uses the underlying complexity and clinical needs of a patient as a basis for reimbursement. In addition, PDPM introduces variable adjustment factors that change reimbursement rates during the resident's length of stay.

NOTE 3 NET PATIENT AND RESIDENT SERVICE REVENUE (CONTINUED)

Senior Care Center

Medicaid

The Senior Care Center participates in the Medicaid program administered by the Colorado Department of Health Care Financing and Policy. The Medicaid rates are established prospectively: based on the facility's annual cost report; subject to limitations for the health care related services; administration is based on a price; and the capital component is based on the fair rental allowance system. The direct health care related services component is adjusted quarterly, based on the facility's resident acuity.

The following is a reconciliation of gross patient service revenue to net patient service revenue for the years ending December 31:

	2023	2022
Gross Patient Service Revenue	$ 133,116,987	$ 115,410,752
Discounts and Adjustments:		
Medicare	24,028,649	19,015,056
Medicaid	12,474,598	11,178,765
Other	22,810,635	19,321,845
Provision for Bad Debts	4,096,222	3,279,963
Total Discounts and Adjustments	63,410,104	52,795,629
Net Patient Service Revenue	$ 69,706,883	$ 62,615,123

Revenue from Medicare and Medicaid programs accounted for approximately 33% and 14%, respectively, of the Organizations' patient revenue for the year ended December 31, 2023, and 34% and 16%, respectively, of the Organizations' patient revenue for the year ended December 31, 2022. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

NOTE 4 PATIENT AND RESIDENT ACCOUNTS RECEIVABLE, NET

The Organizations grant credit without collateral to their patients and residents, most of who are area residents and are insured under third-party payor agreements. Patient and resident accounts receivable at December 31 consisted of the following:

	2023	2022
Medicare	$ 3,632,546	$ 3,725,284
Medicaid	2,294,345	2,063,102
Other Third-Party Payors	11,328,724	8,980,338
Patients	7,419,643	5,851,237
Total	24,675,258	20,619,961
Less: Allowance for Contractuals	(8,871,681)	(7,093,161)
Less: Allowance for Uncollectible Accounts	(6,198,801)	(4,834,069)
Total Patient and Resident Accounts Receivable, Net	$ 9,604,776	$ 8,692,731

NOTE 5 DEPOSITS AND INVESTMENTS

Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to the aggregate uninsured deposits.

The State Regulatory Commissioners for bank and financial services are required by statute to monitor the naming of eligible depositories and reporting of uninsured deposits and assets maintained in collateral pools.

At December 31, 2023 and 2022, the Hospital and Senior Care Center's cash deposits had a bank balance of $5,285,497 and $5,567,152, respectively.

Investments

The Organizations may legally invest in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. agencies and instrumentalities and in-bank repurchase agreements. It may also invest to a limited extent in corporate bonds and equity securities.

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (Continued)

At December 31 the Organizations had the following investments and maturities:

		December 31, 2023			
Type	Fair Value	Less than 1	1-5	6-10	More than 10
Cash and Cash Equivalents	$ 5,404	$ 5,404	$ -	$ -	$ -
Certificates of Deposit	82,217	82,217	-	-	-
Money Markets	11,657,376	11,657,376	-	-	-
Mutual Funds	2,174,089	2,174,089	-	-	-
Treasury Bills	7,341,797	7,341,797	-	-	-
Municipal Bonds	18,721,519	6,926,517	11,795,002	-	-
Corporate Bonds	2,076,705	341,485	1,735,220	-	-
Equities	271,489	271,489	-	-	-
Government Fixed Income	10,156,340	484,960	9,671,380	-	-
Total Investments	$ 52,486,936	$ 29,285,334	$ 23,201,602	$ -	$ -

		December 31, 2022			
Type	Fair Value	Less than 1	1-5	6-10	More than 10
Cash and Cash Equivalents	$ 5,404	$ 5,404	$ -	$ -	$ -
Certificates of Deposit	125,205	125,205	-	-	-
Money Markets	14,267,626	14,267,626	-	-	-
Mutual Funds	2,613,455	2,613,455	-	-	-
Treasury Bills	6,453,435	6,453,435	-	-	-
Municipal Bonds	19,884,880	2,648,808	17,236,072	-	-
Corporate Bonds	2,019,228	1,920,358	98,870	-	-
Equities	321,037	321,037	-	-	-
Government Fixed Income	7,591,350	-	7,591,350	-	-
Total Investments	$ 53,281,620	$ 28,355,328	$ 24,926,292	$ -	$ -

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Fair Value Measurements

The Organizations' uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Organizations' measures fair value, refer to Note 1 – Summary of Significant Accounting Policies. The following table presents the fair value hierarchy for the balances of the assets and liabilities of the Organizations measured at fair value on a recurring basis as of December 31:

	December 31, 2023			
Investment Type	Level 1	Level 2	Level 3	Total
Mutual Funds	$ 2,174,089	$ -	$ -	$ 2,174,089
Treasury Bills	7,341,797	-	-	7,341,797
Municipal Bonds	-	18,721,519	-	18,721,519
Corporate Bonds	-	2,076,705	-	2,076,705
Equities	271,489	-	-	271,489
Government Fixed Income	10,156,340	-	-	10,156,340
Total	$ 19,943,715	$ 20,798,224	$ -	$ 40,741,939

	December 31, 2022			
Investment Type	Level 1	Level 2	Level 3	Total
Mutual Funds	$ 2,613,455	$ -	$ -	$ 2,613,455
Treasury Bills	6,453,435	-	-	6,453,435
Municipal Bonds	-	19,884,880	-	19,884,880
Corporate Bonds	-	2,019,228	-	2,019,228
Equities	321,037	-	-	321,037
Government Fixed Income	7,591,350	-	-	7,591,350
Total	$ 16,979,277	$ 21,904,108	$ -	$ 38,883,385

Interest Rate Risk

As a means of limiting their exposure to fair value losses arising from rising interest rates, the Organizations' investment policy is limited to the purchasing of fixed income securities that mature 15 years or less from the date of purchase with a maximum average maturity no greater than 5 years. The only exception to this policy is where the objective is to match the maturity of a related long-term liability. The money market and mutual funds are presented as an investment with a maturity of less than one year because they are redeemable in full immediately.

Credit Risk

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. It is the Organizations' policy to limit their investments in corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs).

NOTE 5 DEPOSITS AND INVESTMENTS (CONTINUED)

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Organizations will not be able to recover the value of their investment or collateral securities that are in the possession of an outside party. All of the underlying securities for the Organizations' investments in repurchase agreements at December 31, 2023 and 2022 are held by the counterparties in other than the Organizations' names. The Organizations' investment policy does not address how the securities' underlying repurchase agreements are to be held.

Summary of Carrying Values

The carrying values of deposits and investments shown are included in the combined statements of net position as follows:

	2023	2022
Carrying Value:		
Deposits	$ 5,976,992	$ 7,018,157
Investments	52,486,936	53,281,620
Total Deposits and Investments	$ 58,463,928	$ 60,299,777
Included in the Statement of Net Position Captions:		
Cash and Cash Equivalents	$ 5,044,449	$ 5,362,170
Restricted Cash	932,543	1,655,987
Noncurrent Cash and Investments:		
Restricted Investments by Donors	3,676,167	1,837,358
Held by Trustee for Debt Service	1,026,334	3,095,558
Internally Designated	47,784,435	48,348,704
Total Deposits and Investments	$ 58,463,928	$ 60,299,777

Investment Income

Investment income consisted of the following for the years ended December 31:

	2023	2022
Interest and Dividend Income	$ 1,666,731	$ 995,150
Net Change in Fair Value of Investments	1,111,143	(2,091,471)
Total Investment Income (Loss)	$ 2,777,874	$ (1,096,321)

NOTE 6 CAPITAL ASSETS, NET

Capital asset activity for the years ended December 31 was as follows:

	2023				
	Beginning Balance	Additions	Disposals and Retirements	Transfers	Ending Balance
Land	$ 6,519,082	$ 1,038,587	$ -	$ -	$ 7,557,669
Buildings and Leasehold Improvements	52,428,293	1,397,454	-	-	53,825,747
Equipment	25,526,281	2,220,579	-	579,645	28,326,505
Construction in Progress	624,455	2,441,272	-	(579,645)	2,486,082
Total	85,098,111	7,097,892	-	-	92,196,003
Less Accumulated Depreciation:					
Buildings and Leasehold Improvements	22,733,495	2,848,735	-	-	25,582,230
Equipment	16,799,069	2,116,171	-	-	18,915,240
Total	39,532,564	4,964,906	-	-	44,497,470
Capital Assets, Net	$ 45,565,547	$ 2,132,986	$ -	$ -	$ 47,698,533

	2022				
	Beginning Balance	Additions	Disposals and Retirements	Transfers	Ending Balance
Land	$ 3,270,072	$ 3,149,010	$ -	$ 100,000	$ 6,519,082
Buildings and Leasehold Improvements	51,272,143	1,156,150	-	-	52,428,293
Equipment	24,122,034	720,355	(52,999)	736,891	25,526,281
Construction in Progress	392,766	1,068,580	-	(836,891)	624,455
Total	79,057,015	6,094,095	(52,999)	-	85,098,111
Less Accumulated Depreciation:					
Buildings and Leasehold Improvements	19,880,678	2,852,817	-	-	22,733,495
Equipment	14,898,159	1,953,909	(52,999)	-	16,799,069
Total	34,778,837	4,806,726	(52,999)	-	39,532,564
Capital Assets, Net	$ 44,278,178	$ 1,287,369	$ -	$ -	$ 45,565,547

Construction in progress at December 31, 2023 consists of costs related to a new EMS building, a new electronic medical record, replacement of the MRI, and converting the old senior care building to housing. The new EMS building has an anticipated total cost of approximately $12,000,000 and is anticipated to be completed in the last quarter of 2025. The project is being funded through internal funds and contributions. The remaining projects are expected to be completed in fiscal years 2024 and 2025 and at an approximate total cost of $7,286,000. These projects are being funded through internal funds and grants.

NOTE 6 CAPITAL ASSETS, NET (CONTINUED)

Finance lease assets are for equipment and space and the original cost and accumulated depreciation is shown below:

	2023	2022
Equipment	$ 1,498,929	$ 827,510
Space	1,750,909	1,746,484
Less: Accumulated Depreciation	(1,761,471)	(1,077,486)
Total Assets Held Under Finance Leases	$ 1,488,367	$ 1,496,508

Depreciation expense related to finance lease assets totaled $683,985 and $579,143 for the years ended December 31, 2023 and 2022, respectively.

Subscription-based information technology arrangements (SBITAs) are as follows as of December 31:

	2023	2022
IT Subscription	$ 250,686	$ 250,686
Less: Accumulated Depreciation	(124,780)	(62,390)
Total Assets Held Under SBITA	$ 125,906	$ 188,296

Depreciation expense related to the SBITA totaled $62,390 for the years ended December 31, 2023 and 2022.

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITA

The following is a summary of long-term debt transactions for the Organizations for the years ended December 31:

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Revenue Refunding Bonds, Series 2012	$ 595,000	$ -	$ (595,000)	$ -	$ -
Revenue Refunding and Improvement Bonds, Series 2017	20,195,000	-	(550,000)	19,645,000	1,175,000
Total Long-Term Debt	$ 20,790,000	$ -	$ (1,145,000)	$ 19,645,000	$ 1,175,000

	2022				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Revenue Refunding Bonds, Series 2012	$ 1,175,000	$ -	$ (580,000)	$ 595,000	$ 595,000
Revenue Refunding and Improvement Bonds, Series 2017	20,730,000	-	(535,000)	20,195,000	550,000
Total Long-Term Debt	$ 21,905,000	$ -	$ (1,115,000)	$ 20,790,000	$ 1,145,000

The following is a summary of finance lease obligation transactions for the Organizations for the years ended December 31:

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Finance Lease Obligations	$ 1,535,927	$ 675,844	$ (713,168)	$ 1,498,603	$ 488,228

	2022				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Finance Lease Obligations	$ 1,621,638	$ 454,013	$ (539,724)	$ 1,535,927	$ 634,610

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITA (CONTINUED)

The following is a summary of SBITA transactions for the Organizations for the years ended December 31:

	2023				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
SBITA	$ 188,296	$ -	$ (62,008)	$ 126,288	$ 62,762

	2022				
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
SBITA	$ -	$ 250,686	$ (62,390)	$ 188,296	$ 62,008

Revenue Refunding Bonds, Series 2012

In December 2012, the Organizations issued $5,720,000 in Series 2012 Revenue Refunding Bonds, with annual maturities of $565,000 to $595,000, through July 1, 2023, interest at 2.70%, and payable semiannually. The Organizations was required to make monthly deposits for the annual principal and semiannual interest payments to the debt service fund held by the trustee. The bonds were issued pursuant to the bond resolution and are secured by the net revenues derived from operations of the Organizations and payable solely by those net revenues. The bonds were issued to advance refund the Series 1998 bonds and were paid off in full during fiscal year 2023.

Revenue Refunding and Improvement Bonds, Series 2017

In August 2017, the Organizations issued $22,250,000 in Series 2017 Revenue Refunding and Improvement Bonds, with annual maturities of $520,000 to $1,305,000, with the final principal amount of $13,440,000 due on July 1, 2029, interest at 2.67%, and payable semiannually. The bonds are issued pursuant to the bond resolution and are secured by the net revenues derived from operations of the Organizations and payable solely by those net revenues. The Series 2017 bonds were issued to finance the senior care center project and to refund the Series 2010 Revenue Bonds.

Finance Lease Obligations

The Organizations leases equipment and space for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through March 2030 and provide for varying renewal options. Interest rates on the finance lease obligations range from 0.25% to 4.76%.

Subscription-Based Information Technology Arrangement

The Hospital has entered into subscription-based information technology arrangement (SBITA). The SBITA expires in December 2025. The interest rates on the SBITA is 1.21%.

NOTE 7 LONG-TERM DEBT, FINANCE LEASE OBLIGATIONS, AND SBITA (CONTINUED)

Restrictive Covenants

The indenture agreements for the Series 2012 and 2017 bonds require that certain funds be established with the trustee. Accordingly, these funds are included as assets held by trustee for debt service in the combined statements of net position. The indenture agreement also requires the Organizations to comply with certain restrictive covenants including minimum insurance coverage, maintaining a debt-service coverage ratio of at least 1.25, have 90 days of cash on hand, and restrictions on incurrence of additional debt. Management believes the Organizations were in compliance with the restrictive covenants at December 31, 2023.

Scheduled principal and interest payments on bonds payable are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2024	$ 1,699,522	$ 1,175,000	$ 524,522
2025	1,703,149	1,210,000	493,149
2026	1,700,842	1,240,000	460,842
2027	1,702,734	1,275,000	427,734
2028	1,698,692	1,305,000	393,692
2029	13,798,848	13,440,000	358,848
Total	$ 22,303,787	$ 19,645,000	$ 2,658,787

Scheduled principal and interest payments on finance lease obligations are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2024	$ 517,673	$ 488,228	$ 29,445
2025	501,500	481,263	20,237
2026	279,828	267,930	11,898
2027	84,972	77,526	7,446
2028	84,972	80,116	4,856
2029-2030	105,835	103,540	2,295
Total	$ 1,574,780	$ 1,498,603	$ 76,177

Scheduled principal and interest repayments on the subscription-based information technology arrangements are as follows:

Year Ending December 31,	Total to be Paid	Principal	Interest
2024	$ 63,943	$ 62,762	$ 1,181
2025	63,943	63,526	417
Total	$ 127,886	$ 126,288	$ 1,598

NOTE 8 RESTRICTED AND DESIGNATED NET POSITION

At December 31, the restricted expendable net position was available for the following:

	2023	2022
Van Tuyl Bequest	$ 1,110,463	$ 1,000,035
Senior Care Center	323,424	280,691
Hospice	494,342	459,538
Nursing Award	60,387	53,079
EMS Facility	1,687,551	1,600,255
Total Restricted Expendable Net Assets	$ 3,676,167	$ 3,393,598

At December 31, 2023 and 2022, $47,784,435 and $48,348,704, respectively, of unrestricted net position has been designated by the Organizations' board of trustees for capital acquisitions. The designated net position remains under the control of the board of trustees, which may at its discretion later use for other purposes.

NOTE 9 RETIREMENT PLAN

The Organizations participate in the Colorado County Officials and Employees Retirement Association's defined contribution plan (the Plan). The Plan is administered by the Colorado County Officials and Employees Retirement Association. The Organizations contribute 3% of the employees' annual compensation on behalf of the employees who participated in the Plan. Employees become eligible for the Plan after working the lesser of one year or 1,040 hours and are vested in the contributions to the Plan over a five-year period. Contributions made by Plan members and the Hospital were $1,302,351 and $1,317,281 for the years ended December 31, 2023 and 2022, respectively. Contributions made by Plan members and the Senior Care Center were $122,040 and $162,992 for the years ended December 31, 2023 and 2022, respectively.

NOTE 10 WILLOWS ASSISTED LIVING FACILITY

Effective February 20, 2008, the board of county commissioners (the BOCC) entered into an agreement with the board of trustees for Gunnison Valley Hospital (the BOT) and the Gunnison Home Association, Inc. (the Association) to have the BOT be responsible for daily operations of the Willows. The Association conveyed all the assets and liabilities to Gunnison County, with the BOCC taking responsibility for the Willows' mortgage payments. The BOT will lease the Willows' property for an amount not to exceed the mortgage payments. The BOT currently manages the Willows under the financial and operational direction of the Senior Care Center. In September 2019, this agreement was extended through October 31, 2025. During fiscal year 2019, the BOT paid off the mortgage held on the Willows' property. The Organizations have recorded this payoff as prepaid rent and are amortizing it monthly.

NOTE 10 WILLOWS ASSISTED LIVING FACILITY (CONTINUED)

During the year ended December 31, 2023, the Willows earned operating revenues of approximately $661,000 and incurred direct operating expenses of approximately $511,000 and calculated overhead of approximately $296,000 for total operating expenses of approximately $807,000, which represents an approximate operating loss of $146,000.

During the year ended December 31, 2022, the Willows earned operating revenues of approximately $680,000 and incurred direct operating expenses of approximately $490,000 and calculated overhead of approximately $296,000 for total operating expenses of approximately $786,000, which represents an approximate operating loss of $106,000.

NOTE 11 COMMITMENTS AND CONTINGENCIES

Risk Management

The Organizations are exposed to various risks of loss from torts; theft of, damage to and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; and employee health, dental, and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters other than employee health and workers' compensation claims. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

Litigation

In the normal course of business, the Organizations are, from time to time, subject to allegations that may or do result in litigation. The Organizations evaluate such allegations by conducting investigations to determine the validity of each potential claim. Based upon the advice of legal counsel, management records an estimate of the amount of ultimate expected losses, which are not covered by insurance, if any. Events could occur that would cause the estimate of ultimate loss to differ materially in the near term.

Malpractice Claims

The Hospital pays fixed premiums for annual medical malpractice insurance coverage under an occurrence policy. Under such policy, claims are covered only if the incident occurred during the policy term. The Senior Care Center pays fixed premiums for annual medical malpractice insurance coverage under a claims-made policy. Under such policy, all incidents giving rise to a claim, during the policy term, are covered. The Organizations are not aware of any unasserted claims, unreported incidents, or claims outstanding, which are expected to exceed malpractice insurance coverage limits as of December 31, 2023. Further, the Organizations are subject to the provisions of the Colorado Government Immunity Act, which provides a limitation on the liability of the Organizations. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

NOTE 11 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Employee Health Insurance

Substantially all of the Organizations' employees and their dependents are eligible to participate in the Organizations' employee health insurance plan. The Organizations are partially self-insured for health claims of participating employees and dependents up to an annual aggregate amount of $125,000 per employee. Commercial stop-loss insurance coverage is purchased for claims in excess of the aggregate annual amount. A provision is accrued for self-insured employee health claims including both claims reported and claims incurred but not yet reported. The accrual is estimated based on consideration of prior claims experience, recently settled claims, frequency of claims, and other economic and social factors. The accrual is recorded within accrued expenses and other current liabilities on the combined statements of net position. It is reasonably possible that the Organizations' estimate will change by a material amount in the near term.

Activity in the Organizations' accrued employee health claims liability during 2023 and 2022 is summarized as follows:

	2023	2022
Balance - Beginning of Year	$ 907,651	$ 1,003,838
Current Year Claims Incurred and Changes in Estimated for Claims Incurred in Prior Years	6,153,612	6,335,428
Claims and Expenses Paid	(6,311,263)	(6,431,615)
Balance - End of Year	$ 750,000	$ 907,651

Compliance

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations, specifically those relating to the Medicare and Medicaid programs, can be subject to government review and interpretation, as well as regulatory actions unknown and unasserted at this time. Recently, federal government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments of previously, billed and collected revenues from patient services. The Organizations operate a Compliance Committee which reviews the operations of the Organizations. The Organizations record allowances where the government has shown a pattern of adjusting periodic reports submitted by the Organizations, including Medicare cost reports or tax reporting, or where internal reviews indicate the possibility of future adjustments. Management believes that the Organizations are in substantial compliance with current laws and regulations.

NOTE 11 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Other

In the normal course of business, there could be various outstanding contingent liabilities such as, but not limited to, the following:

- Lawsuits alleging negligence of care
- Environmental pollution
- Violation of a regulatory body's rules and regulations
- Violation of federal and/or state laws

No other contingent liabilities such as, but not limited to those described above, are reflected in the accompanying combined financial statements. No such liabilities have been asserted and, therefore, no estimate of loss, if any, is determinable.

NOTE 12 COVID-19 PANDEMIC

As part of the Organizations' response to the COVID-19 pandemic, they received payments from the CARES Act Provider Relief Fund (PRF), which is administered by the U.S. Department of Health and Human Services. The Organizations received PRF payments in 2023 and 2022 in the amounts of $-0- and $596,230, respectively. The Organizations recognized revenues in the amount of $504,358 and $1,716,457 during 2023 and 2022, respectively. The PRF revenues recognized are included in noncapital grants and contributions on the combined statements of revenues, expenses, and changes in net position. The Organizations returned $100,000 and $-0- of PRF funds in fiscal years 2023 and 2022, respectively. The remaining balance of $-0- and $604,358, respectively, is included in unearned revenue at December 31, 2023 and 2022 in the combined statements of net position. The PRF payments have terms and conditions that the Organizations' are required to follow and these funds are subject to audit. As part of the PRF terms and conditions, amounts received by the Organizations' could potentially be recouped if not spent in full or if the amounts are not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of December 31, 2023 and 2022.

As part of the CARES Act the Organizations' elected to defer the employer's portion of Social Security taxes in the amount of $1,015,065 from April 2020 through December 2020. 50% of these deferred taxes are repaid by December 31, 2021, with the remaining 50% due by December 31, 2022. During the year ended December 31, 2021, the Organizations repaid $478,898 of the deferred Social Security tax. The remaining amount was repaid during the year ended December 31, 2022.

NOTE 12 COVID-19 PANDEMIC (CONTINUED)

As part of the Coronavirus Aid, Relief and Economic Security (CARES) Act the Centers for Medicare & Medicaid Services (CMS) administered an Accelerated and Advanced Payment Program to provide additional relief funds to providers. During the year ended December 31, 2020, the Hospital received total advanced funds through the Accelerated and Advanced Payment Program of $4,808,894. These payments were received in April 2020 and will need to start to be repaid within a year from receipt. The Hospital has up to 29 months from the date the payments were made to repay the balance. During fiscal years 2023 and 2022 the Hospital repaid $-0- and $2,854,229, respectively, of the advanced funds. As of December 31, 2022, the Organizations had repaid the advanced funds in full.

Employee Retention Credit

The Employee Retention Credit (ERC) is a refundable tax credit against certain employment taxes equal to 50% of the qualified wages an eligible employer pays to employees after March 12, 2020, and before January 1, 2021. On December 27, 2020, the Consolidated Appropriations Act (CAA) was signed into law. Among other provisions, the CAA expanded the eligibility for ERC to include more entities as well as extending ERC into calendar year 2021 including the first, second and third calendar quarters. Furthermore, the refundable tax credit for the calendar year 2021 was expanded to 70% of the qualified wages. CAA provided these entities the ability to retroactively recover payroll taxes from earlier in 2020 during which they were previously ineligible. This is done by retroactively applying for the credit.

Employers, including tax-exempt organizations, are eligible for the credit if they operate a trade or business during calendar year 2020 and 2021 and experience either the full or partial suspension of the operation of their trade or business during any calendar quarter due to a significant decline in gross receipts or because of governmental orders limiting commerce, travel, or group meetings due to COVID-19. The credit applies to qualified wages (including certain health plan expenses) paid during this period or any calendar quarter in which eligibility requirements were met.

Grants from the government are recognized when all conditions of such grants are fulfilled or there is reasonable assurance that they will be fulfilled. The Organizations have submitted for the ERC credit in the amount of $2,154,331 for the quarter ending March 31, 2021. During the year ended December 31, 2023, the Organizations determined they met the compliance requirements and conditions of the Employee Retention Credit (ERC) program. The Organizations have yet to receive the ERC credit for the quarter ending March 31, 2021 and thus the Organizations have yet to recognize that revenue.

NOTE 13 SUBSEQUENT EVENTS

On April 1, 2024, the Organizations acquired a physician practice and a 70% membership interest in a surgery center along with the net working capital as of the acquisition date. The Organizations also purchased real estate and fixed assets related to the acquisitions. The total amount paid for the acquisition of the physician practice, membership interest, net working capital, real estate, and fixed assets was $4,583,506. This amount was funded through operations.

Subsequent to year end the Organizations board of trustees approved the Organization to enter into a line of credit up to $4,500,000 to fund capital budget costs. The Organization has yet to draw down on the line of credit and is in the process of negotiating the final line of credit agreement.

CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

We have audited the combined financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations) as of and for the years ended December 31, 2023 and 2022, and our report thereon dated May 28, 2024, which expressed an unmodified opinion on those combined financial statements, appears on pages 1 through 3. Our audits were conducted for the purpose of forming opinions on the combined financial statements as a whole. The combining supplementary schedules are presented for purposes of additional analysis and are not a required part of the combined financial statements. The combining supplementary schedules are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. Such information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining supplementary schedules are fairly stated, in all material respects, in relation to the combined financial statements as a whole.

CliftonLarsonAllen LLP

Denver, Colorado
May 28, 2024

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GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION
DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

ASSETS	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CURRENT ASSETS						
Cash and Cash Equivalents	$ 4,256,899	$ 485,603	$ 293,811	$ 8,136	$ -	$ 5,044,449
Restricted Cash	64,393	792,861	75,289	-	-	932,543
Current Portion of Noncurrent Cash and Investments	1,175,000	-	-	-	-	1,175,000
Patient and Resident Accounts Receivable, Net	8,957,188	-	647,588	-	-	9,604,776
Supplies	2,796,007	-	21,667	24,371	-	2,842,045
Prepaid Expenses and Other	1,691,480	250,000	9,398	11,110	(212,837)	1,749,151
Total Current Assets	18,940,967	1,528,464	1,047,753	43,617	(212,837)	21,347,964
NONCURRENT CASH AND INVESTMENTS						
Restricted Investments by Donors	-	3,676,167	-	-	-	3,676,167
Held by Trustee for Debt Service	977,038	-	49,296	-	-	1,026,334
Internally Designated	44,984,137	1,425,445	1,374,853	-	-	47,784,435
Total	45,961,175	5,101,612	1,424,149	-	-	52,486,936
Less: Amount Required to Meet Current Obligations	(1,175,000)	-	-	-	-	(1,175,000)
Total Noncurrent Cash and Investments	44,786,175	5,101,612	1,424,149	-	-	51,311,936
CAPITAL ASSETS, NET	30,965,569	20,370	16,710,875	1,719	-	47,698,533
OTHER ASSETS						
Investment Held at Cost	102,720	-	-	-	-	102,720
Related Party Receivables	28,884,198	-	-	-	(28,884,198)	-
Total Other Assets	28,986,918	-	-	-	(28,884,198)	102,720
Total Assets	$ 123,679,629	$ 6,650,446	$ 19,182,777	$ 45,336	$ (29,097,035)	$ 120,461,153

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION (CONTINUED)
DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

LIABILITIES AND NET POSITION	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CURRENT LIABILITIES						
Current Maturities of Long-Term Debt	$ 1,175,000	$ -	$ -	$ -	$ -	$ 1,175,000
Current Maturities of Finance Lease Obligations	488,228	-	-	-	-	488,228
Current Maturities of SBITA Liability	62,762	-	-	-	-	62,762
Accounts Payable	2,465,102	2,527	112,683	699	-	2,581,011
Accrued Expenses and Other Current Liabilities	3,308,704	-	399,697	-	-	3,708,401
Estimated Amounts Due to Third-Party Payors	887,706	-	-	-	-	887,706
Total Current Liabilities	8,387,502	2,527	512,380	699	-	8,903,108
LONG-TERM LIABILITIES						
Long-Term Debt, Net of Current Maturities	18,470,000	-	-	-	-	18,470,000
Finance Lease Liabilities, Net of Current Maturities	1,010,375	-	-	-	-	1,010,375
SBITA Liability, Net of Current Maturities	63,526	-	-	-	-	63,526
Related Party Payables	-	212,837	27,800,839	1,083,359	(29,097,035)	-
Total Long-Term Liabilities	19,543,901	212,837	27,800,839	1,083,359	(29,097,035)	19,543,901
Total Liabilities	27,931,403	215,364	28,313,219	1,084,058	(29,097,035)	28,447,009
NET POSITION						
Net Investment in Capital Assets	38,579,876	20,370	(11,089,964)	1,719	-	27,512,001
Restricted Expendable	-	3,676,167	-	-	-	3,676,167
Restricted for Debt Service	977,038	-	49,296	-	-	1,026,334
Unrestricted	56,191,312	2,738,545	1,910,226	(1,040,441)	-	59,799,642
Total Net Position	95,748,226	6,435,082	(9,130,442)	(1,038,722)	-	92,014,144
Total Liabilities and Net Position	$ 123,679,629	$ 6,650,446	$ 19,182,777	$ 45,336	$ (29,097,035)	$ 120,461,153

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION
DECEMBER 31, 2022
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

ASSETS	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	(As Restated) Combined
CURRENT ASSETS						
Cash and Cash Equivalents	$ 4,343,859	$ 391,008	$ 414,749	$ 212,554	$ -	$ 5,362,170
Restricted Cash	84,426	1,476,947	94,614	-	-	1,655,987
Current Portion of Noncurrent Cash and Investments	1,031,950	-	113,050	-	-	1,145,000
Patient and Resident Accounts Receivable, Net	8,056,007	-	636,724	-	-	8,692,731
Supplies	2,477,289	-	32,367	24,371	-	2,534,027
Prepaid Expenses and Other	1,589,970	125,000	17,232	11,110	-	1,743,312
Total Current Assets	17,583,501	1,992,955	1,308,736	248,035	-	21,133,227
NONCURRENT CASH AND INVESTMENTS						
Restricted Investments by Donors	53,079	1,784,279	-	-	-	1,837,358
Held by Trustee for Debt Service	3,046,389	-	49,169	-	-	3,095,558
Internally Designated	46,175,250	756,615	1,416,839	-	-	48,348,704
Total	49,274,718	2,540,894	1,466,008	-	-	53,281,620
Less: Amount Required to Meet Current Obligations	(1,031,950)	-	(113,050)	-	-	(1,145,000)
Total Noncurrent Cash and Investments	48,242,768	2,540,894	1,352,958	-	-	52,136,620
CAPITAL ASSETS, NET	27,009,609	20,370	18,520,342	15,226	-	45,565,547
OTHER ASSETS						
Investment Held at Cost	102,720	-	-	-	-	102,720
Related Party Receivables	27,899,790	-	-	-	(27,899,790)	-
Total Other Assets	28,002,510	-	-	-	(27,899,790)	102,720
Total Assets	$ 120,838,388	$ 4,554,219	$ 21,182,036	$ 263,261	$ (27,899,790)	$ 118,938,114

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF NET POSITION (CONTINUED)
DECEMBER 31, 2022
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

LIABILITIES AND NET POSITION	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	(As Restated) Combined
CURRENT LIABILITIES						
Current Maturities of Long-Term Debt	$ 1,031,950	$ -	$ 113,050	$ -	$ -	$ 1,145,000
Current Maturities of Finance Lease Obligations	632,518	-	2,092	-	-	634,610
Current Maturities of SBITA Liability	62,008	-	-	-	-	62,008
Accounts Payable	2,323,054	3,332	180,371	385	-	2,507,142
Accrued Expenses and Other Current Liabilities	3,204,778	-	587,648	-	-	3,792,426
Unearned Revenue	721,346	-	-	-	-	721,346
Estimated Amounts Due to Third-Party Payors	933,846	-	-	-	-	933,846
Total Current Liabilities	8,909,500	3,332	883,161	385	-	9,796,378
LONG-TERM LIABILITIES						
Long-Term Debt, Net of Current Maturities	19,645,000	-	-	-	-	19,645,000
Finance Lease Liabilities, Net of Current Maturities	901,317	-	-	-	-	901,317
SBITA Liability, Net of Current Maturities	126,288	-	-	-	-	126,288
Related Party Payables	-	50,000	26,566,431	1,283,359	(27,899,790)	-
Total Long-Term Liabilities	20,672,605	50,000	26,566,431	1,283,359	(27,899,790)	20,672,605
Total Liabilities	29,582,105	53,332	27,449,592	1,283,744	(27,899,790)	30,468,983
NET POSITION						
Net Investment in Capital Assets	32,510,318	20,370	(8,161,231)	15,226	-	24,384,683
Restricted Expendable	1,609,319	1,784,279	-	-	-	3,393,598
Restricted for Debt Service	3,046,389	-	49,169	-	-	3,095,558
Unrestricted	54,090,257	2,696,238	1,844,506	(1,035,709)	-	57,595,292
Total Net Position	91,256,283	4,500,887	(6,267,556)	(1,020,483)	-	88,469,131
Total Liabilities and Net Position	$ 120,838,388	$ 4,554,219	$ 21,182,036	$ 263,261	$ (27,899,790)	$ 118,938,114

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
OPERATING REVENUES						
Net Patient Service Revenue	$ 69,706,883	$ -	$ -	$ -	$ -	$ 69,706,883
Net Resident Service Revenue	-	-	5,284,666	-	-	5,284,666
Other Operating Revenue	1,911,204	-	667,303	-	-	2,578,507
Total Operating Revenues	71,618,087	-	5,951,969	-	-	77,570,056
OPERATING EXPENSES						
Salaries and Wages	31,029,040	-	3,625,585	-	-	34,654,625
Employee Benefits	8,914,036	-	973,508	-	-	9,887,544
Professional Fees	4,974,473	-	805,424	-	-	5,779,897
Purchased Services	5,469,161	165,623	1,012,361	150	-	6,647,295
Supplies and Other	17,648,789	338,788	1,242,865	4,581	-	19,235,023
Depreciation and Amortization	3,136,549	-	1,814,849	13,508	-	4,964,906
Total Operating Expenses	71,172,048	504,411	9,474,592	18,239	-	81,169,290
OPERATING GAIN (LOSS)	446,039	(504,411)	(3,522,623)	(18,239)	-	(3,599,234)
NONOPERATING REVENUES AND EXPENSES						
Property Taxes	-	-	979,841	-	-	979,841
Investment Income	2,366,076	339,082	72,716	-	-	2,777,874
Interest Expense	(157,180)	-	(423,920)	-	-	(581,100)
Gain on Disposal of Capital Assets	15,000	-	-	-	-	15,000
Noncapital Grants and Contributions	1,822,008	2,099,524	31,100	-	-	3,952,632
Total Nonoperating Revenues and Expenses	4,045,904	2,438,606	659,737	-	-	7,144,247
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	4,491,943	1,934,195	(2,862,886)	(18,239)	-	3,545,013
Net Position - Beginning of Year	91,256,283	4,500,887	(6,267,556)	(1,020,483)	-	88,469,131
NET POSITION - END OF YEAR	$ 95,748,226	$ 6,435,082	$ (9,130,442)	$ (1,038,722)	$ -	$ 92,014,144

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED DECEMBER 31, 2022
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	(As Restated) Combined
OPERATING REVENUES						
Net Patient Service Revenue	$ 61,437,460	$ -	$ -	$ 1,177,663	$ -	$ 62,615,123
Net Resident Service Revenue	-	-	5,753,398	-	-	5,753,398
Other Operating Revenue	1,107,220	-	684,219	-	-	1,791,439
Total Operating Revenues	62,544,680	-	6,437,617	1,177,663	-	70,159,960
OPERATING EXPENSES						
Salaries and Wages	26,660,258	-	4,103,866	991,259	-	31,755,383
Employee Benefits	8,182,512	-	1,260,927	74,641	-	9,518,080
Professional Fees	5,665,744	-	1,452,807	-	-	7,118,551
Purchased Services	3,848,039	165,260	1,124,597	82,598	-	5,220,494
Supplies and Other	14,116,458	232,925	1,293,878	224,731	-	15,867,992
Depreciation and Amortization	2,833,119	-	1,877,922	202,077	-	4,913,118
Total Operating Expenses	61,306,130	398,185	11,113,997	1,575,306	-	74,393,618
OPERATING GAIN (LOSS)	1,238,550	(398,185)	(4,676,380)	(397,643)	-	(4,233,658)
NONOPERATING REVENUES AND EXPENSES						
Property Taxes	-	-	879,169	-	-	879,169
Investment Income (Loss)	(641,146)	(479,952)	24,777	-	-	(1,096,321)
Interest Expense	(160,282)	-	(439,072)	(3,324)	-	(602,678)
Gain on Disposal of Capital Assets	4,000	-	-	-	-	4,000
Noncapital Grants and Contributions	1,736,019	1,781,393	638,655	-	-	4,156,067
Total Nonoperating Revenues and Expenses	938,591	1,301,441	1,103,529	(3,324)	-	3,340,237
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	2,177,141	903,256	(3,572,851)	(400,967)	-	(893,421)
Net Position - Beginning of Year	89,079,142	3,597,631	(2,694,705)	(619,516)	-	89,362,552
NET POSITION - END OF YEAR	$ 91,256,283	$ 4,500,887	$ (6,267,556)	$ (1,020,483)	$ -	$ 88,469,131

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from and on Behalf of Patients and Residents	$ 68,759,562	$ -	$ 5,273,802	$ -	$ -	$ 74,033,364
Payments to Suppliers and Contractors	(28,365,582)	(505,216)	(3,109,804)	(4,417)	-	(31,985,019)
Payments to Employees	(39,964,313)	-	(4,787,044)	-	-	(44,751,357)
Other Receipts, Net	926,796	162,837	1,901,711	(200,000)	-	2,791,344
Net Cash Provided (Used) by Operating Activities	1,356,463	(342,379)	(721,335)	(204,417)	-	88,332
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Property Taxes Supporting Operations	-	-	979,841	-	-	979,841
Noncapital Grants and Contributions	1,217,650	1,974,524	31,100	-	-	3,223,274
Net Cash Provided by Noncapital Financing Activities	1,217,650	1,974,524	1,010,941	-	-	4,203,115
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Principal Paid on Long-Term Debt	(1,031,950)	-	(113,050)	-	-	(1,145,000)
Interest Paid on Long-Term Debt	(154,026)	-	(423,920)	-	-	(577,946)
Principal Paid on Finance Lease Obligations	(711,076)	-	(2,092)	-	-	(713,168)
Principal Paid on SBITA	(62,008)	-	-	-	-	(62,008)
Proceeds from Sale of Capital Assets	15,000	-	-	-	-	15,000
Purchase of Capital Assets	(6,416,665)	-	(5,382)	(1)	-	(6,422,048)
Net Cash Used by Capital and Related Financing Activities	(8,360,725)	-	(544,444)	(1)	-	(8,905,170)
CASH FLOWS FROM INVESTING ACTIVITIES						
Investment Income	2,366,076	339,082	72,716	-	-	2,777,874
Purchase of Investments	(3,592,806)	(2,938,646)	(72,717)	-	-	(6,604,169)
Proceeds from Disposition of Investments	6,906,349	377,928	114,576	-	-	7,398,853
Net Cash Provided (Used) by Investing Activities	5,679,619	(2,221,636)	114,575	-	-	3,572,558
NET DECREASE IN CASH AND CASH EQUIVALENTS	(106,993)	(589,491)	(140,263)	(204,418)	-	(1,041,165)
Cash and Cash Equivalents - Beginning of Year	4,428,285	1,867,955	509,363	212,554	-	7,018,157
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,321,292	$ 1,278,464	$ 369,100	$ 8,136	$ -	$ 5,976,992

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	Combined
RECONCILIATION OF OPERATING GAIN (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Gain (Loss)	$ 446,039	$ (504,411)	$ (3,522,623)	$ (18,239)	$ -	$ (3,599,234)
Depreciation and Amortization	3,136,549	-	1,814,849	13,508	-	4,964,906
Provision for Bad Debts	4,096,222	-	-	-	-	4,096,222
Changes in Operating Assets and Liabilities:						
Patient and Resident Accounts Receivable, Net	(4,997,403)	-	(10,864)	-	-	(5,008,267)
Supplies	(318,718)	-	10,700	-	-	(308,018)
Prepaid Expenses and Other	(101,510)	-	7,834	-	212,837	119,161
Accounts Payable	142,048	(805)	(67,688)	314	-	73,869
Accrued Expenses and Other Liabilities	705,130	-	(187,951)	-	-	517,179
Intercompany	(984,408)	162,837	1,234,408	(200,000)	(212,837)	-
Deferred Revenue	(721,346)	-	-	-	-	(721,346)
Estimated Amounts Due to Third-Party Payors	(46,140)	-	-	-	-	(46,140)
Net Cash Provided (Used) by Operating Activities	$ 1,356,463	$ (342,379)	$ (721,335)	$ (204,417)	$ -	$ 88,332

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2022
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	(As Restated) Combined
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from and on Behalf of Patients and Residents	$ 57,337,898	$ -	$ 5,690,672	$ 1,365,736	$ -	$ 64,394,306
Payments to Suppliers and Contractors	(24,368,715)	(395,694)	(3,793,811)	(170,489)	-	(28,728,709)
Payments to Employees	(35,083,951)	-	(5,439,342)	(1,175,384)	-	(41,698,677)
Other Receipts, Net	(1,134,107)	50,000	2,774,332	101,214	-	1,791,439
Net Cash Provided (Used) by Operating Activities	(3,248,875)	(345,694)	(768,149)	121,077	-	(4,241,641)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Property Taxes Supporting Operations	-	-	879,169	-	-	879,169
Noncapital Grants and Contributions	806,855	1,656,393	571,580	-	-	3,034,828
Net Cash Provided by Noncapital Financing Activities	806,855	1,656,393	1,450,749	-	-	3,913,997
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Principal Paid on Long-Term Debt	(1,004,800)	-	(110,200)	-	-	(1,115,000)
Interest Paid on Long-Term Debt	(173,653)	-	(439,072)	(3,324)	-	(616,049)
Principal Paid on Finance Lease Obligations	(537,193)	-	(2,531)	-	-	(539,724)
Principal Paid on SBITA	(62,390)	-	-	-	-	(62,390)
Proceeds from Sale of Capital Assets	4,000	-	-	-	-	4,000
Purchase of Capital Assets	(5,530,834)	-	(27,072)	(82,176)	-	(5,640,082)
Net Cash Used by Capital and Related Financing Activities	(7,304,870)	-	(578,875)	(85,500)	-	(7,969,245)
CASH FLOWS FROM INVESTING ACTIVITIES				-		
Investment Income (Loss)	(641,146)	(479,952)	24,777	-	-	(1,096,321)
Purchase of Investments	(21,255,602)	(273,009)	-	-	-	(21,528,611)
Proceeds from Disposition of Investments	10,638,881	666,131	89,964	-	-	11,394,976
Net Cash Provided (Used) by Investing Activities	(11,257,867)	(86,830)	114,741	-	-	(11,229,956)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(21,004,757)	1,223,869	218,466	35,577	-	(19,526,845)
Cash and Cash Equivalents - Beginning of Year	25,433,042	644,086	290,897	176,977	-	26,545,002
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 4,428,285	$ 1,867,955	$ 509,363	$ 212,554	$ -	$ 7,018,157

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINING STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Hospital	Foundation	Senior Care Center	GVHCS	Elimination Entries	(As Restated) Combined
RECONCILIATION OF OPERATING GAIN (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Gain (Loss)	$ 1,238,550	$ (398,185)	$ (4,676,380)	$ (397,643)	$ -	$ (4,233,658)
Depreciation and Amortization	2,833,119	-	1,877,922	202,077	-	4,913,118
Provision for Bad Debts	3,279,963	-	-	-	-	3,279,963
Changes in Operating Assets and Liabilities:						
Patient and Resident Accounts Receivable, Net	(4,478,142)	-	(62,726)	188,073	-	(4,352,795)
Supplies	(166,083)	-	(6,311)	-	-	(172,394)
Prepaid Expenses and Other	(59,131)	-	110,211	146,755	-	197,835
Accounts Payable	(501,508)	2,491	(26,429)	(9,915)	-	(535,361)
Accrued Expenses and Other Liabilities	676,231	-	15,026	(109,484)	-	581,773
Intercompany	(2,241,327)	50,000	2,090,113	101,214	-	-
Deferred Revenue	(3,783,393)	-	(89,575)	-	-	(3,872,968)
Estimated Amounts Due to Third-Party Payors	(47,154)	-	-	-	-	(47,154)
Net Cash Provided (Used) by Operating Activities	$ (3,248,875)	$ (345,694)	$ (768,149)	$ 121,077	$ -	$ (4,241,641)

GUNNISON VALLEY HOSPITAL AND
GUNNISON VALLEY HEALTH SENIOR CARE CENTER
COMPONENT UNITS OF GUNNISON COUNTY, COLORADO
COMBINED BUDGETED AND ACTUAL REVENUES AND EXPENSES
HOSPITAL AND SENIOR CARE CENTER ONLY
YEAR ENDED DECEMBER 31, 2023
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Actual	Budgeted	Favorable (Unfavorable) Variance
OPERATING REVENUES			
Net Patient Service Revenue	$ 69,706,883	$ 67,027,692	$ 2,679,191
Net Resident Service Revenue	5,284,666	5,854,339	(569,673)
Other Operating Revenue	2,578,507	2,407,619	170,888
Total Operating Revenues	77,570,056	75,289,650	2,280,406
OPERATING EXPENSES			
Salaries, Wages, and Employee Benefits	44,542,169	49,601,908	5,059,739
Other	36,104,471	29,209,762	(6,894,709)
Total Operating Expenses	80,646,640	78,811,670	(1,834,970)
OPERATING LOSS	(3,076,584)	(3,522,020)	445,436
NONOPERATING REVENUES (EXPENSES)	4,705,641	2,539,550	2,166,091
EXCESS (DEFICIT) OF REVENUES OVER EXPENSE	$ 1,629,057	$ (982,470)	$ 2,611,527

NOTE TO SCHEDULE

Annual budgets are adopted as required by Colorado statutes. Formal budgetary integration is employed as a management control device during the year. Budgets are adopted on a basis that is consistent with U.S. GAAP.

Appropriations are adopted by resolution in total.

CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center
Gunnison, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Gunnison Valley Hospital and Gunnison Valley Health Senior Care Center (the Organizations), which comprise the combined statement of net position as of December 31, 2023, and the related combined statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated May 28, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organizations' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organizations' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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Board of Trustees
Gunnison Valley Hospital and
Gunnison Valley Health Senior Care Center

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organizations' combined financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the combined financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion of the effectiveness of the Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Denver, Colorado
May 28, 2024



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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Project Hope of Gunnison Val

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Project Hope of Gunnison Valley Aid Agreement for 2025

Fiscal Impact: 10500

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: PROJECT HOPE OF GUNNISON VALLEY

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $10,500

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Project Hope of Gunnison Valley**
PO Box 1812
Gunnison, Colorado 81230
Contact Name: **Amy Kirschbaum**
Telephone: (970) 641-2712
Email: director@hope4gv.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Ten Thousand and Five Hundred U.S. dollars (**$10,500)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Project Hope of Gunnison Valley PO Box 1812 Gunnison, Colorado 81230 Amy Kirschbaum (970) 641-2712 Email:director@hope4gv.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: PROJECT HOPE OF GUNNISON VALLEY

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION 2025 CHARGES FOR SERVICE APPLICATION					
Organization Name:	**Project Hope of Gunnison Valley**				
Address 1:	**PO Box 1812**				
Address 2:					
City:	**Gunnison**	**State: CO**		**Zip Code:**	**81230**
Telephone Number:	**970-641-8886**				
Email Address:	**director@hope4gv.org**				
Contact Person(s):	**Amy Kirschbaum**				

1. **What is the amount of County funds requested? Please keep your request below $12,000.**

   $10,500

2. **Provide specific information regarding what the County funds will be used for.**

   Sexual Assault and Domestic Violence Response Team (SART/DVRT) Facilitation: $5,000 (mileage, trainings, meeting space, refreshments, publications, etc)

   Direct Program Services: $3,000 (client assistance, shelter, transitional housing, support groups in English and Spanish languages, outreach, etc)

   Indirect Program Services: $2,500 (office supplies, utilities, accountant, office rent, safety cameras, etc)

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

   Funding from the county will allow Project Hope of Gunnison Valley to continue to provide our direct advocacy services and support for anyone affected by domestic violence, sexual assault, stalking, and/or human trafficking in Gunnison County. We will be able to provide direct victim services such as our 24/7 crisis line; emergency shelter; transitional housing; support groups in both English and Spanish languages; financial assistance for rent, utilities, food, clothing, and other needs; and therapy in a variety of modalities. Utilizing some of this funding for operational expenses such as office rent, accounting services, office supplies, safety cameras, and utilities will also allow us to maintain a safe, trauma-informed, functional space to meet with clients and carry out our advocacy work. In addition, Project Hope will continue to facilitate the SART/DVRT for the county. We continue to build this team and use it as a resource to address sexual assault and domestic violence in our community. This year we were able to update the mission statement and vision for this team. We are asking for additional funding to continue to work on a website and QR code that will be posted around our county with easy access to help if someone finds themselves dealing with any of these issues.

   We expect to serve approximately 150 individuals in 2024 along with their dependents. We anticipate training new volunteers to help us with the crisis line and respond to around 300 calls. We anticipate meeting with

clients at our office as well as our mobile advocacy locations in Crested Butte, on Western Colorado University's campus, and in Lake City (Hinsdale County). We also anticipate providing financial assistance in the form of rent payments, help with utilities, and other financial needs to 75 clients and over 200 therapy sessions in a variety of modalities such as talk therapy, acupuncture, hypnotherapy, massage, equine gestalt therapy, reiki, etc. All of our client data, interactions, and services are tracked extensively through a database and reporting platforms provided to us by our state and federal funders.

The SART/DVRT is designed to work in tandem with all entities in our community to improve the services agencies provide to those affected by sexual assault and/or domestic violence in our community (law enforcement, Project Hope, GV Hospital, local schools, the court and jail systems, etc). Project Hope also collaborates with other community agencies to provide comprehensive and unduplicated services to our clients. Agencies include the Food Pantry, 6 Points, Health and Human Services, Juvenile Services, Mountain Roots, the Community Health Coalition, GV Health, law enforcement, the 7th judicial courts, the DAs office, FAST, GCSAPP, CB State of Mind, Mentors, Inmigrantes Unidos, private practice therapists, and others. Each of these entities provides a piece of the puzzle that our clients need to be safe and healthy.

1. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:
Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal:
Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Project Hope of Gunnison Valley

Dollar Value of County Funds Awarded: $10,500.00

Funding Recipient's Total 2024 Annual Budget: $747,008.48

Other Funding Sources (please list source names and amounts received):

- Private Donations: $123,928
- Community Foundation of Gunnison Valley: $6,000.00
- AV Hunter Trust: $15,000.00
- Rocky Mountain Health Foundation: $11,000.00
- CO Housing and Finance Authority: $5,000.00
- City of Gunnison: $2,000.00
- Town of Crested Butte: $4,000.00
- Federal ARPA: $179,205.50
- Federal OVW: $249,194.10
- State DVP: $96,221.00
- State FVFJ: $4,687.00
- State DOLA NPI: $66,205.00

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 93%

How the County Funds Were Spent: Funds from the county were spent to facilitate our monthly SART/DVRT (sexual assault response team/domestic violence response team) meetings along with the cost of creating a domain and website for this team. Funds were also used for some operational expenses such as office utilities, rent, fundraising expenses, outreach event expenses, and office equipment. Funds were used to help cover the cost of therapy sessions and a portion of staff salaries to run these events. Additionally, funds were used for some emergency client needs and direct services along with vehicle expenses to help transport staff and clients as needed and replacing our crisis line phone.

Number of Clients Assisted during the Funding Year: 137 clients assisted in 2024 as of this date in September

Customer Results Achieved via the County Funds: As mentioned above, county funds were used to provide emergency needs and programs to clients, operational expenses and therapy sessions, and also helped fund the SART/DVRT team in the county. On a broader scale, organizationally, we have provided services to 137 clients so far in 2024. We have been able to add a fourth transitional housing unit and therefore have been able to assist even more clients this year with housing needs to remain in our county rather than needing to relocate to another area. In 2023, we were able to provide more than

$129,000 in financial assistance to 164 clients and we are on track to do the same in 2024. We provided 159 nights of emergency shelter (over $16,000), 274 therapy sessions ($21,920), and 316 nights of transitional housing (over $25,000) along with manning our 24/7 crisis line with trained advocates and volunteers. Our crisis line phone had not been replaced in many years so this funding allowed us to replace the phone as the old one was no longer holding a charge making it less reliable.

How Your Customer Results Were Measured: Project Hope maintains a robust tracking system (online database and paper trail/tracking) to ensure that we have an accurate record of how many clients we serve and which services are provided. We track every client contact, which is coded by service provided. We also record every crisis line call and what services or information was provided. In this way we are able to measure how many clients receive the services we provide. This process also allows us to determine which of our programs are the most needed and the most effective for our clients. We have also transitioned to QuickBooks Online and use this system to track client expense amounts.

Submit this report to one of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

Fax: (970) 641-3061

PROJECT HOPE of Gunnison Valley
SEXUAL ASSAULT | DOMESTIC VIOLENCE | HUMAN TRAFFICKING

P.O. Box 1812, Gunnison CO 81230 | 970.641.2712 | www.hope4gv.org

A tax exempt 501c3 nonprofit organization providing free confidential safety needs and direct advocacy services to individuals whose lives have been affected by domestic violence, sexual assault, and/or human trafficking.

2024 Board of Directors

Name:	Malia Jones
Title:	Board President
Occupation:	Crested Butte Arts Center, Special Events Director
Residence:	Crested Butte, CO
Term:	April 2023 – April 2026
Name:	Fabrianna Ayala
Title:	Board Treasurer
Occupation:	Gunnison Valley Mentors, Bookkeeper
Residence:	Gunnison, CO
Term:	July 2023 – July 2026
Name:	Yazmin Molina
Title:	Board Secretary
Occupation:	Health & Human Services, Multicultural Resource Coordinator
Residence:	Gunnison, CO
Term:	June 2023 – June 2026
Name:	Hope Bradford
Title:	Board Member
Occupation:	Owner of Native Nectar Botanicals, Esthetician
Residence:	Crested Butte, CO
Term:	December 2021 – December 2024
Name:	Kathy Norgard
Title:	Board Member
Occupation:	Retired Licensed Psychologist
Residence:	Crested Butte South, CO
Term:	March 2024 – March 2027
Name:	Chris Zacher
Title:	Board Member
Occupation:	Finance and Accounting
Residence:	Crested Butte South, CO
Term:	June 2024 – June 2027

Please note:
Board member addresses are kept strictly confidential due to the nature of our work and potential exposure to violent offenders. Email and cell phone contact information can be provided upon request.

					2024 Approved Budget		
Ordinary Income/Expense							
	Income						
		4100 · Donations					
			4105 · Event donations		100,000.00	SWM	
			4100 · Donations - Other		30,000.00		
		Total 4100 · Donations			130,000.00		
		4400 · Private Sector Grants					
			4500 · Foundation Grants				
				4510 · El Pomar	0	off yr	
				4520 · CFGV	6,000.00	apply April	July
				4521 · AV Hunter Trust	15,000.00		
				4536 · CO Housing & Finance Authority	5,000.00		
				Daniel's Fund	0.00	talk Sept	
				4570 · Anschutz Family Foundation	0.00	apply June	
				4575 · Rocky Mountain Health Foundatio	11,000.00		
			Total 4500 · Foundation Grants		37,000.00		
		Total 4400 · Private Sector Grants			37,000.00		
		44500 · Government Grants					
			4310 · City and County Grants				
				4312 · City of Gunnison	2,000.00		
				4313 · Town of Crested Butte	4,000.00		
				4314 · Gunnison County	10,500.00		
				4320 · Mt. Crested Butte	0		
			Total 4310 · City and County Grants		16,500.00		
			44520 · Federal Grants				
				4332 · VOCA	ARPA		
				4335 · ARPA	179,205.50		
				4336 · OVW	249,194.10		
			Total 44520 · Federal Grants		428,399.60		
			44540 · State Grants				
				4323 · VALE	0	possibly apply	
				4324 · DVP	96,221.00		
				4325 · FVJF	2,000.00		
				44540 · DOLA Infrastructure Grant	66,205.00		
			Total 44540 · State Grants		164,426.00		
		Total 44500 · Government Grants			609,325.60		
	Total Income				776,325.60		
Gross Profit					776,325.60		
	Expense						
		6100 · Client Assistance					
			6105 · Transportation/Relocation		4,200.00		
			6110 · Client Rent/Housing		30,000.00		

			6115 · Client Utilities		1,500.00			
			6116 · Transitional Housing		45,000.00			
			6120 · Support Group		2,000.00			
			6121 · Legal Counsel		7,000.00			
			6122 · Childcare		500.00			
			6125 · Client Needs		7,500.00			
			6135 · Emergency Assistance					
				6136 · Food	4,500.00			
				6137 · Shelter	20,000.00			
			Total 6135 · Emergency Assistance		24,500.00			
			6355 · Crisis Line		1,100.00			
			6356 · Mobile Advocacy Phone		1,000.00			
			6840 · Regular Counseling		30,000.00			
		Total 6100 · Client Assistance			154,300.00			
		6200 · Insurance						
			6205 · Workers Comp		5,778.00			
			6210 · D & O Liability		1,974.00			
			6215 · General Liability		2,173.00			
			6225 · Surety Bond		134			
		Total 6200 · Insurance			10,059.00			
		6300 · General Office Expenses						
			6305 · Outreach		9,000.00			
			6310 · Rent		30,000.00			
			6315 · Utilities					
				6316 · Utilities	3,540.00			
				6317 · Phone/Internet	4,377.00			
			Total 6315 · Utilities		7,917.00			
			6320 · Office Equipment		2,900.00			
			6325 · Office Supplies		4,300.00			
			6330 · Postage and Shipping		800			
			6335 · Printing and Copying		900			
			6350 · Mileage		800			
			6360 · Staff & Volunteer Appreciation		6,000.00			
			6365 · Building Maintenance					
				6366 · Cleaning	4,000.00			
				6365 · Building Maintenance - Other	0			
			Total 6365 · Building Maintenance		4,000.00			
			6370 · Licenses/Fees/Subscriptions		7,100.00			
			6375 · Memberships and Dues		3,000.00			
			6380 · Advertising		5,760.00			
			6390 · Conferences and Training		5,500.00			
			6395 · Vehicle		6,000.00			
		Total 6300 · General Office Expenses			93,977.00			
		6400 · Payroll Expenses						

			6405 · Executive Director		74,882.00		
			6406 · Community Engagement.		32,474.00		
			6410 · Director of Operations		42,875.00		
			6415 · Advocacy Director		45,554.00		
			6421 · Bilingual Advocate 1		32,856.00		
			6423 · Bilingual Advocate 2		32,856.00		
			6424 · Program Advocate 1		24,777.00		
			6430 · Crisis Line		14,000.00		
			6435 · Payroll Taxes		23,000.00		
			6440 · Bonus		7,000.00		
			6641 · Benefit stipend		25,320.00		
			6642 · Staff counseling		3,840.00		
		Total 6400 · Payroll Expenses			359,434.00		
		6500 · Professional Fees					
			6510 · Bookkeeping		14,400.00		
			6515 · Review and Taxes		7,700.00		
		Total 6500 · Professional Fees			22,100.00		
		6600 · Travel					
			6605 · Hotel		9,500.00		
			6610 · Meals		4,224.00		
			6615 · Mileage		900		
			6955 · Airfare		3,000.00		
		Total 6600 · Travel			17,624.00		
		6700 · Fundraising Expenses					
			6705 · Food and entertainment		27,000.00		
			6710 · Venue and equipment rentals		9,000.00		
			6715 · Marketing and supplies		11,500.00		
		Total 6700 · Fundraising Expenses			47,500.00		
		6820 · Subcontractors					
			6840 - HHS		10,235.68		
			6830 · GCSAPP/Juvenile Services		13,682.80		
			6820 · Mentors		18,096.00		
		Total 6820 · Subcontractors			42,014.48		
	Total Expense				747,008.48		
Net Ordinary Income					29,317.12		
Other Income							
	4750 · Interest Income				36		
Total Other Income					36		
Net Other Income					36		
					29,353.12		

PROJECT HOPE OF GUNNISON VALLEY

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

TOGETHER WITH INDEPENDENT AUDITORS' REPORT

PROJECT HOPE OF GUNNISON VALLEY

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022

CONTENTS

	Page
Independent Auditors' Report	1
Financial Statements	
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6

TAYLORROTH
Certified Public Accountants
WORKING EXCLUSIVELY WITH NONPROFITS

April 24, 2023

INDEPENDENT AUDITORS' REPORT

Board of Directors
Project Hope of Gunnison Valley
Gunnison, Colorado

Opinion

We have audited the accompanying financial statements of the **Project Hope of Gunnison Valley** (a Colorado nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Project Hope of Gunnison Valley as of December 31, 2022, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Project Hope of Gunnison Valley and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Project Hope of Gunnison Valley's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Project Hope of Gunnison Valley's policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Project Hope of Gunnison Valley's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We previously reviewed Project Hope of Gunnison Valley's 2021 financial statements and in our conclusion dated March 1, 2022, stated that based on our review, we were not aware of any material modifications that should be made to the 2021 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are unaware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2021, for it to be consistent with the reviewed financial statements from which it has been derived.

TAYLOR, ROTH AND COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
DENVER, COLORADO

PROJECT HOPE OF GUNNISON VALLEY

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	Audited 2022	Reviewed 2021
Assets		
Cash and cash equivalents	$ 281,767	$ 127,200
Grants receivable	74,092	64,254
Property and equipment (Note 3)	6,093	10,662
Right of use asset (Note 4)	119,484	-
Total assets	$ 481,436	$ 202,116
Liabilities and net assets		
Liabilities		
Accounts payable	$ 1,921	$ 1,279
Accrued payroll costs	25,941	9,862
Right of use lease liability (Note 4)	121,084	-
Financing lease obligation (Note 5)	6,396	10,870
Total liabilities	155,342	22,011
Net assets		
Without donor restrictions	326,094	180,105
Total liabilities and net assets	$ 481,436	$ 202,116

The accompanying notes are an integral part of these financial statements

PROJECT HOPE OF GUNNISON VALLEY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	Audited 2022			Reviewed 2021
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Revenue and other support				
Government grants	$ 380,642	$ -	$ 380,642	$ 344,655
Foundations	137,900	-	137,900	44,770
Special events	103,699	-	103,699	-
Less: direct expense	(31,220)	-	(31,220)	-
Contributions	33,637	-	33,637	31,539
Interest income	98	-	98	64
Total revenue and other support	624,756	-	624,756	421,028
Expense				
Program	414,740	-	414,740	337,919
Supporting services				
Management and general	51,341	-	51,341	40,782
Fundraising	12,686	-	12,686	10,459
Total expense	478,767	-	478,767	389,160
Change in net assets	145,989	-	145,989	31,868
Net assets, beginning of year	180,105	-	180,105	148,237
Net assets, end of year	$ 326,094	$ -	$ 326,094	$ 180,105

The accompanying notes are an integral part of these financial statements

PROJECT HOPE OF GUNNISON VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	Audited 2022				Reviewed 2021
		Supporting Services			
	Program	Management and General	Fund-Raising	Total	Total
Salaries, payroll taxes, and benefits	$ 189,908	$ 27,130	$ 9,043	$ 226,081	$ 191,790
Client assistance	100,606	-	-	100,606	96,777
Professional fees - counseling	58,252	-	-	58,252	27,296
Rent	22,008	3,144	1,048	26,200	15,850
Equipment	6,455	2,151	-	8,606	9,034
Insurance	5,716	1,143	762	7,621	7,087
Accounting	-	6,500	-	6,500	3,510
Licenses and fees	4,478	896	596	5,970	5,363
Outreach	5,161	-	-	5,161	8,275
Telephone and internet	3,347	669	446	4,462	3,427
Utilities	2,484	497	331	3,312	1,837
Staff development	-	3,029	-	3,029	1,465
Office supplies	2,085	417	278	2,780	2,303
Repairs and maintenance	-	2,284	-	2,284	1,833
Travel	2,019	224	-	2,243	4,220
Vehicles	1,359	271	182	1,812	1,488
Staff and volunteer appreciation	1,121	373	-	1,494	1,568
Dues and membership	-	1,220	-	1,220	1,849
Printing, copying and postage	750	250	-	1,000	604
Interest	530	-	-	530	498
Other	5,035	-	-	5,035	40
	411,314	50,198	12,686	474,198	386,114
Depreciation	3,426	1,143	-	4,569	3,046
Total	$ 414,740	$ 51,341	$ 12,686	$ 478,767	$ 389,160

The accompanying notes are an integral part of these financial statements

PROJECT HOPE OF GUNNISON VALLEY

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	Audited 2022	Reviewed 2021
Cash flows from operating activities		
Change in net assets	$ 145,989	$ 31,868
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	4,569	3,046
Changes in operating assets and liabilities		
(Increase)decrease in grants receivable	(9,838)	(46,174)
(Increase)decrease in right of use asset	16,060	-
(Decrease)increase in accounts payable	642	823
(Decrease)increase in accrued payroll costs	16,079	10,508
(Decrease)increase in right of use lease liability	(14,460)	-
Net cash provided(used) by operating activities	159,041	71
Cash flows from financing activities		
Borrowing (repayments) on capital lease obligation	(4,474)	(2,838)
Net increase(decrease) in cash and cash equivalents	154,567	(2,767)
Cash and cash equivalents, beginning of year	127,200	129,967
Cash and cash equivalents, end of year	$ 281,767	$ 127,200
Supplemental disclosure of information:		
Noncash investing and financing transactions		
Property purchased under a capital lease	$ -	$ 13,708
Cash paid during the period for interest	$ 530	$ 498

The accompanying notes are an integral part of these financial statements

PROJECT HOPE OF GUNNISON VALLEY

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - NATURE OF ACTIVITIES

Project Hope of Gunnison Valley (The Organization) is a non-profit organization formed under Section 501(c) (3) of the internal revenue code. The Organization was created to improve the quality of life for the Gunnison County community by working towards ending intimate partner violence and sexual violence. To accomplish this mission, Project Hope will provide support services to victims and promote community awareness through outreach and education. Project Hope of Gunnison Valley provides services which include but are not limited to: 24-hour crisis response; emergency safe shelter, individual/group advocacy, emergency transportation, food and clothing, community outreach/ education, access to mental health services, peer support groups, and advocacy /volunteer training. Individual advocacy includes such services as assistance in filing and modifying protection orders, divorce and custody paperwork, and court accompaniment. Project Hope receives referrals from a variety of agencies which include, but are not limited to Multicultural Resource Office, Department of Health and Human Services, Center of Mental Health, Gunnison Valley Hospital and local law enforcement agencies of Gunnison Hinsdale counties. The Organization is primarily supported by government grants, foundations and special events.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting

   The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

2. Basis of Presentation

   The financial statements of the Project Hope of Gunnison Valley have been prepared in accordance with U.S. generally accepted accounting principles which require the Organization to report its financial position and activities according to the following net asset classifications:

   Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and board of directors.

   Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity.

   Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Continued)

3. Cash and Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents, unless being held for long-term investment purposes.

4. Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

5. Grants Receivable

No allowance for doubtful accounts has been established. The Organization believes all accounts will be collected.

6. Capitalization and Depreciation

The Organization follows the practice of capitalizing all expenditures for furniture and equipment in excess of $2,500. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

7. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

8. Income Taxes

The Organization has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

9. Functional Reporting of Expenses

For the year ended December 31, 2022, the costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The allocations are determined by management on a rational and systematic basis. Salaries and benefits are allocated on a time and effort basis. All other expenses are allocated to the program or functional area benefited.

10. Compensated Absences

In accordance with (SFAS) No. 43, since the Organization is not able to estimate compensated absences, no amount has been accrued in these financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (Concluded)

11. Leases

The Organization determines if an arrangement is or contains a lease at inception and whether they will be classified as an operating or finance lease based upon the accounting criteria. Leases are included in right-of-use (ROU) assets and lease liabilities in the statement of financial position. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also include prepaid or accrued rent. The Organization uses the rate implicit in the lease if it is determinable. When the rate implicit in the lease is not determinable, the Organization uses its incremental borrowing rate to determine the present value of the future lease payments. Operating lease expense is recognized on a straight-line basis over the lease term. The Organization applies the short-term lease exemption of not recognizing a ROU asset and lease liability for leases that have terms of 12 months or less. Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term.

12. Recently Adopted Accounting Standards

In 2022, the Organization adopted Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842),* which requires lessees to recognize leases on the statement of financial position and disclose key information about leasing arrangements. The Organization elected not to restate the comparative period (2021). It also elected not to reassess at adoption (i) expired or existing contract to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, or (iii) initial direct costs for existing leases.

As a result of adopting ASU No. 2016-02, the Organization recognized right of use assets and lease liabilities of $135,544 in its statement of financial position as of January 1, 2022. The adoption had no impact upon net assets as of January 1, 2022 and did not result in a significant effect on amounts reported in the statement of activities or cash flows for the year.

13. Subsequent Events

Management has evaluated subsequent events through April 24, 2023, the date the financial statements were available for distribution.

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

Description	Amount
Vehicle	$ 13,708
Less: accumulated depreciation	(7,615)
Total	$ 6,093

Depreciation expense for the year was $4,569.

NOTE 4 - RIGHT TO USE LEASED ASSET AND OBLIGATION

The Organization has an obligation as a lessee for two transitional housing rentals until April 30, 2027. During the year, the Organization recorded amortization of the right of use asset in the amount of $16,060.

Future minimum lease payments are as follows:

Year	Amount
2023	$ 29,600
2024	30,800
2025	32,000
2026	33,200
2027	11,200
Total	136,800
Less amount representing interest	(15,716)
Present value of minimum lease payments	$ 121,084

The weighted-average discount rate used to calculate the present value of future minimum lease payments was 5.50%. The weighted-average lease term was 4.33 years.

Other information, were as follows:

Description	Amount
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash outflows from operating leases	$ 19,200
Right-of-use assets obtained in exchange for new lease liabilities	$ 135,544

NOTE 5 - FINANCING LEASE OBLIGATION

The Organization has acquired a vehicle under a capital leasing arrangement. The future minimum lease payments are as follows:

Period	Amount
2023	$ 5,004
2024	1,668
Total payments	6,672
Less: amount representing interest	(806)
Present value of financing lease	$ 6,396

NOTE 6 - CONCENTRATION OF FUNDING SOURCE

The Organization received about 27% of its revenue from one funder. The Organization is dependent on this funding to deliver services at its current level.

NOTE 7 - AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets at December 31, 2022:

Financial assets at year-end:	Amount
Cash and cash equivalents	$ 281,767
Grants receivable	74,092
Financial assets available to meet general expenditures within one year	$ 355,859

The Organization's goal is generally to maintain financial assets to meet three months of cash operating expenses. Management considers donor restricted contributions that will be used within one year as part of ordinary operations, as being available for general expenditures.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Safe Ride of Gunnison, Inc.;

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Safe Ride Aid Agreement for 2025

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: SAFE RIDE OF GUNNISON, INC.

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $3,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Safe Ride of Gunnison, Inc.**
56 Willow Trail
Gunnison, Colorado 81230
Contact Name: **Rob Whiting**
Telephone: (970) 596-8639
Email: whitingrobert29@gmail.com

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Three Thousand and No/100 U.S. dollars (**$3,000)** (the

"Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. **Effect of Project Completion or Termination.** Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Safe Ride of Gunnison, Inc. 56 Willow Trail Gunnison, Colorado 81230 Rob Whiting (970) 596-8639 Email: whitingrobert29@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **Assignment.** Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In

addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: SAFE RIDE OF GUNNISON, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION					
2025 CHARGES FOR SERVICE APPLICATION					
Organization Name:	Safe Ride of Gunnison, inc.				
Address 1:	56 Willow Trail				
Address 2:					
City:	Gunnison	**State:**	CO	**Zip Code:**	81230
Telephone Number:	970-596-8639				
Email Address:	whitingrobert29@gmail.com				
Contact Person(s):	Robert Whiting				

1. What is the amount of County funds requested? Please keep your request below $12,000.
$3,000

2. Provide specific information regarding what the County funds will be used for.
All funds given to Safe Ride go directly towards operating expenses, which include: Vehicile maintanance including fuel Insurance Phone costs Driver stipends State and Federal taxes

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Safe Ride will continue to provide free, no questions asked rides to individuals and groups in the greater Gunnison area, (approximately a three or four mile radius outside the City limits) on Wednesday, Friday and Saturdy nights, from 8:00pm until after 2:00am.

We do not have a critieria of consuming alcohol to give rides, and also will transport people from their residence to places, to avoid having them drive to go out or return home. We also provide rides for people from the hospital, schools or other locations where alcohol or drugs are not an issue.

Our goal for 2025 is to increase the number of rides given to pre-covid service numbers. We will also re-engage in social media to raise awareness of this free service and begin to place advertising in hotels to engage visitors.

September 9, 2025 will mark thirty years that Safe Ride has servied Gunnison County.

4. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:
Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal:
Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Safe Ride of Gunnison, inc.

Dollar Value of County Funds Awarded: $4,000

Funding Recipient's Total 2024 Annual Budget: $25,000

Other Funding Sources (please list source names and amounts received):

WCU student Government	$10,000
City of Gunnison challenge grant	$8,000
Kroeger Rewards program	$1,200
Gunnison Muni Court	$ 550
Misc private donations	$1,100

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above:

Approx 80%

How the County Funds Were Spent:

Funds were used for operating expenses, to include; vehicle upkeep, fuel, insurance, driver salaries, payroll taxes, phone service.

Number of Clients Assisted during the Funding Year:

Approximately 19,000, based on 52 weeks of service, three times per week with an average of 125 riders each night.

Customer Results Achieved via the County Funds:

County funding was used for our operating expenses.

How Your Customer Results Were Measured:

Drivers estimate of between 100-150 riders each night of service.

Submit this report to **one** of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

SAFE RIDE BOARD

Robert Whiting
Director
whitingrobert29@gmail.com
56 Willow Trail
Gunnison, CO 81230

Gary Pierson
WCU representative
gpierson@western.edu
5 Western Way
Gunnison, CO 81231

Michelle Spain
Community Representative
P. O. Box 20034
Colorado City, CO 81019

Western Colorado University student government representative
To be determined

Safe Ride Budget 2025
Based on 2024 Budget

Expenses		**Income**	
Insurance	$5,091	City Market Rewards	$ 500
Fuel	4,000	Donations	2,500
Phone	420	City of Gunnison	8,000
Driver Stipends	14,000	Gunnison County	4,000
IRS/Taxes	2,500	WCU Student Government	9,000
		Gunnison Court	500
Totals	**$26,011**		**$24,500**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Six Points Evaluation and Tr

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Six Points Aid Agreement for 2025

Fiscal Impact: 12000

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

COUNTY AID AGREEMENT

Project Title: SIX POINTS EVALUATION AND TRAINING, INC.

Award Period: **JANUARY 1, 2025 TO DECEMBER 31, 2025**

Award: $12,000

PARTIES TO AGREEMENT

GUNNISON COUNTY:	The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address:	200 E Virginia Ave Gunnison CO 81230
Telephone:	(970) 641-0248
Facsimile:	(970) 641-3061
RECIPIENT:	
Address:	**Six Points Evaluation and Training, Inc.** **PO Box 1002** **1160 N. Main St** **Gunnison, Colorado 81230**
Contact Name:	**Daniel Bruce**
Telephone:	(970) 641-3081
Email:	director@sixpointsgunnison.org

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

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

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Twelve Thousand and No/100 U.S. dollars (**$12,000)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect

the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** This agreement does not create an employment or independent contractor relationship. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Six Points Evaluation and Training, Inc. PO Box 1002 1160 N. Main St Gunnison, Colorado 81230 Daniel Bruce (970) 641-3081 Email:director@sixpointsgunnison.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

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

23. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

24. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2025.

RECIPIENT: SIX POINTS EVALUATION AND TRAINING, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

COMMUNITY BASED ORGANIZATION
2025 CHARGES FOR SERVICE APPLICATION

Organization Name:	Six Points Evaluation and Training, Inc.				
Address 1:	PO Box 1002				
Address 2:	1160 N Main St				
City:	Gunnison	**State:**	CO	**Zip Code:**	81230
Telephone Number:	970-641-3081				
Email Address:	director@sixpointsgunnison.org				
Contact Person(s):	Daniel Bruce, Nancy Lakiotes				

1. What is the amount of County funds requested? Please keep your request below $12,000.

$12,000

2. Provide specific information regarding what the County funds will be used for.

Six Points is respectfully requesting funding for the following operational needs:

Residential and Supported Living Services (SLS) programming as follows: $7,000.00: Residential and SLS services allow our clients with developmental disabilities to be able to live independently, either in their own homes in the county or in three residences owned by Six Points in Gunnison. Without such assistance, many would have to live in group homes or institutional settings in larger metropolitan areas. Hands-on assistance is provided as needed around the clock according to each client's individual needs and may include assessment and training in personal care, such as eating/drinking, hygiene, medications, and health monitoring; household assistance, such as budgeting/money management, shopping assistance, laundry, meal preparation, cleaning and household maintenance; mentoring, such as decision making, planning, appointment scheduling, safety, nutrition, and relationship education; transportation, to access community services, employment, appointments, shopping, banking, spiritual services, and social activities; and, supported community connections, such as recreational/community activities, adaptive skills, and socialization. Your continued funding will support the operational costs associated with this programming and allow our clients to enjoy the quality of life all of us enjoy in Gunnison County. Six Points is currently serving 24 clients through these programs and an additional 8 high school students through the Division of Vocational Rehabilitation program.

Vocational services, including rehabilitation and supported employment as follows: $4,000.00: Six Points has six clients who are employed at local businesses in the Gunnison County who rely on assistance from our vocational staff to ensure successful employment. In addition, Six Points also has six clients who work in the Six Points' Thrift Store and require daily assistance and regular training to successfully complete their job requirements. The plan is to continue to expand these services to more people with disabilities in Gunnison County, beginning with people who have a traumatic brain injury (TBI). We began this program in 2019, and it was delayed during the pandemic, but we are going to resume those services again soon. Our research indicates that there is a need in the Gunnison Valley to continue to provide these services to TBI survivors. Many individuals who have suffered from a TBI struggle to keep their job or find employment. These services are crucial in ensuring that our clients and other adults in our county can continue to be gainfully employed and are therefore less dependent on government assistance to be able to live independent, fruitful lives in this valley. We are excited to being able to provide these services again to the TBI population.

Landfill fees, delivery of unsalable goods and waste management expenses as follows: $1,000.00: The Six Points Thrift Store staff works diligently to accept only quality, gently used merchandise in working order for resale in the store. However, some merchandise is donated that is dirty, torn, stained, or broken and cannot be resold. We have a chain across the driveway after hours to prevent dumping. We have increased our signage, including signage stating that we do not accept old TVs or outdated electronics. Still, some of these items slip in and since electronics are not accepted at the landfill, we have had to pay to have

them recycled. We continue to work to educate the community about the need for gently used items in saleable condition. We collaborate with New Horizons, another nonprofit located in Pueblo, to send unsalable but still usable items to be baled and kept out of the waste stream. We have searched for other avenues to reduce our expenses; however, the avenues that we have found would require additional storage space that we do not have, until the excess could be picked up. We have been unable to find an outlet for scrap metal recycling. Our waste management fees are very high due to an increased volume of donations. Your support of this line item continues to be very important not only to our budget but also to help us keep our property safe, attractive, professional, and inviting.

3. **Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.**

With respect to the Residential and Supported Living Services (SLS) programs, the results of funding from the County will be measured by our ability to be able to support our clients living in Gunnison County without having to raise their rents or make cuts to their Service Plans due to a lack of monies to cover these expenses. In addition, Six Points is required to conduct state and federal evaluations, which include regular, ongoing assessments of our clients with respect to their health, welfare, and employment. Also, overall programming is reviewed through regular Program Quality Surveys conducted by the Colorado Division for Intellectual and Developmental Disabilities. Six Points continues to receive very favorable reviews through all these program reports. In addition, we are very pleased with the feedback we get from clients, family, natural supports, and other community members with respect to the care and support that we provide.

As for vocational training, we will measure the success of our program by looking at client outcomes in employment. In our partnership with the Division of Vocational Rehabilitation (DVR), we track all job placements and successful closures. Each client at Six Points has specific, individualized vocational goals within their Service Plan and we regularly assess their progress in achieving these goals. Finally, the biggest measure of our success with respect to the vocational training we provide is to measure each individual's ability to secure and maintain successful employment within the county.

Finally, with your support of our waste management operations, we will be able to continue to recycle as much as possible, to deliver unsalable merchandise where it can be used, and to continue to keep our grounds as neat as possible through regular trash pick-ups. The best measurement of our waste management success will be to reduce this budget line-item expense and be good neighbors. We have also partnered with New Horizons to reduce our waste by selling them items that we cannot sell, and they are able to use the items to sell in larger markets.

With respect to existing County services, without Six Points' county-based living supports and training program, many of the individuals we serve would not be able to live independently in Gunnison County and would have to move to more institutional settings in urban areas. This aligns directly with the County's strategic measure to "Promote Prosperous, Collaborative and Healthy Communities" by "promoting optimal community and family health, safety and wellbeing" while sustaining essential health and human services. Six Points has been providing "optimal community and family health, safety and wellbeing" for adults with intellectual/developmental disabilities in our county for over 40 years in a professional, compassionate, and resourceful manner. As is the mission of Gunnison County Department of Health and Human Services, Six Points, too, provides prevention, protection, advocacy and support services for our Gunnison and Hinsdale County clients and their families across their life spectrum so they can have an improved quality of life.

Like everyone else, the pandemic still has a serious impact on Six Points since many of Six Points clients are at high risk for hospitalization and even death. We just recently had a few clients test positive for COVID, so we continue to put into practice the changing recommendations of public health officials. However, thanks in part to the services that they receive, our clients continue to remain healthy and active. The individuals that we serve are also at high risk for social isolation, and with the support that they receive from Six Points this has been avoided even with the restrictions associated with the pandemic. With the support of Gunnison County and other funding sources, the clients of Six Points continue to thrive and the organization itself continues to thrive. As one of the larger employers in the valley as well as the largest thrift store, the success of Six Points has many positive implications throughout the county for customers, donors, employees, seasonal residents and tourists, university students, low-income residents and families, job seekers with disabilities, and community members who enjoy stopping by for a friendly interaction in the store.

In addition to these specific correlations with County services, we at Six Points believe that from a social perspective, our clients add vibrance and diversity to our county's population and show visitors and potential residents that Gunnison County promotes acceptance of all individuals, regardless of ability or disability. Finally, with respect to economic development, the Six Points Thrift Store serves as a crucial retail outlet for many low-income residents of our county who rely on our inexpensive household merchandise to sustain their lifestyle. Six Points partners with the Department of Health and Human Services to provide in-kind donations of basic household necessities and clothing to low-income community members. In addition, Six Points provides jobs for 40 employees, including nine client employees, and supports six clients who work in Gunnison County. All these individuals add to the tax rolls of Gunnison Count

1. Please attach the following documents to this application:

A) Names and addresses of all Board members including designation of officers

B) Budget detail for 2024 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)

C) 2024 Funding Report

D) Copy of most recent audited/reviewed financial statements

Completed Application should be submitted to:

Electronic Submittal:
Adobe PDF Format
Lupita Halligan, Senior Accountant
LHalligan@gunnisoncounty.org

Mailed Submittal:
Gunnison County Finance
Attn: Lupita Halligan
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 28, 2024

Funding Recipient Project Report
Calendar Year 2024

Name of Funding Recipient: Six Points Evaluation and Training, Inc.

Dollar Value of County Funds Awarded: $12,000

Funding Recipient's Total 2024 Annual Budget: $1,139,765

Other Funding Sources (please list source names and amounts received):
State Medicaid: $507,801
Other Public and Government Grants: $186,353
Public Support Donations: $15,903
Fundraising Income: $8,885
Thrift Store Revenue: $581,766
Other Revenue and in-kind: $31,416

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 99%

How the County Funds Were Spent:
(A) A total of $4,000 was allocated for assistance with Vocational Services. Six Points provides vocational and day program services for 26 adult clients and eight students in high school. Vocational services include day program assistance, activities, and supported employment. Six of these clients have full or part-time employment with businesses in the Gunnison Valley. These clients receive supported employment assistance to ensure that they can execute their jobs in the community successfully. Seven clients are employed at the Six Points Thrift Store and receive training and assistance for their jobs of processing and selling donated merchandise. Five clients continue to have successful entrepreneurial businesses, which they started with Six Points' assistance. Therefore, this funding from the County helps us sustain vital vocational training necessary to help our clients stay productively employed. The eight high school students are learning valuable job skills, so that when they graduate, they will be able to navigate employment opportunities.

(B) A total of $7,000 was allocated for assistance with Residential Comprehensive and SLS Services. Six Points provides residential comprehensive services to seven adult clients. All seven clients live in residences integrated within the community. Two of these clients live in a duplex owned by Six Points. One client resides in a mobile home donated to Six Points. Also, one client lives in a rental unit in town, one client lives in an apartment owned by his mother, one client lives in a house owned by his family, and one client is paying off a mortgage. Six Points provides financial assistance to all residential clients for them to be able to live and thrive in Gunnison County. If it weren't for this assistance, including this funding from the County, most clients would not be able to stay in Gunnison County and would have to move to more institutional settings in larger urban areas to receive services and therefore, would not have the quality of life we have here in Gunnison County. In addition to our financial assistance, Six Points also provides residential services for these clients including assessment of physical and mental health, evaluation and training in financial management, domestic skills, social and recreational

activities, accessing community services, transportation and the overall responsibility of monitoring and ensuring the safety and welfare of the clients served. Overnight supervision and assistance are also available when medical procedures require this assistance. During FY2024, Six Points expended a total of $71,822 on room, board, and housing expenses for our residential clients. This does not include payroll expenses for staff providing these services.

(C) A total of $1,000 was allocated for Landfill and Trash Services. In FY2023, Six Points spent an average of $1092 per month ($13,106.87 for the year) in waste management and recycling. Unfortunately, after hours, we still often find donations dumped behind the building despite our increased signage and continued efforts to educate the public about only bringing quality, clean donations in working order during regular business hours. We have upgraded our security cameras to help reduce dumping of donations. We will work with law enforcement to help educate the community, if needed. We continued to reduce our waste management expenses by continuing our partnership with a recycling company, New Horizons, out of Pueblo, which pays us $0.05 per pound to purchase our unsalable clothing, shoes, and books, but we have been unable to find any outlet for scrap metal recycling. Scrap metal now goes into the waste stream and adds to our expense. We continue to research other avenues to reduce our waste; however, our budget for trash removal is still very high.

In addition to the services outlined above, Six Points also provides a crucial resource of affordable merchandise for the entire Gunnison Valley through the operation of the Thrift Store. The Thrift Store continues to serve as a valuable outlet in the reuse philosophy of our environment, helping to reduce amounts dumped into our local landfill. It also provides an essential source of clothing and merchandise for low-income families in our county. Plus, Six Points collaborates with many other nonprofit and human service organizations in our county to provide free merchandise as needed and never turns away individuals or families who have a need for free clothing or household goods. Thrift store sales in FY2023 increased 10% over FY2022 thrift store sales. This county continues to support our organization by increased donations and sales from year to year, which helps us to continue to increase our programming for individuals with disabilities.

Number of Clients Assisted during the Funding Year: 35

Customer Results Achieved via the County Funds:
All 35 clients who were served through the Six Points Medicaid funded programs remain living independently in the homes of their choice. Since last report, one client has moved to another community for the warmer climate, one client has moved to a higher level of care such as a nursing home, and one has unfortunately recently passed away. Six clients continue to be employed very successfully at Gunnison area businesses. Seven clients remain successfully employed by Six Points, to work in the thrift store. All clients are remaining healthy with the assistance and support of Six Points' staff. All clients continue to enjoy full integration in community life in the Gunnison Valley, and to receive individualized support to be able to do so. They are enjoying the same activities that others enjoy in this area from playing softball to participating in Triathlons. These individuals are truly heroes in this community.

How Your Customer Results Were Measured:
Our customer results are measured through clients' Person Centered Assessments (PCAs), Client Satisfaction Surveys, Incident Report Summary Reviews, physician and therapist referrals, Health Care Policy and Financing (HCPF) program quality surveys, housing inspections, Individualized Supports and Services Plans (ISSPs), and informally through daily client contact that includes ongoing engagement regarding the individual's satisfaction with their services and quality of life.

Submit this report to **one** of the following by January 31, 2025. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org & lhalligan@gunnisoncounty.org

Fax: (970) 641-3061

Six Points Evaluation and Training, Inc. - Board of Directors – 2024

NAME	ELECTED	TERM ENDS	ADDRESS	PHONE	EMAIL
Scott Cohn **President** Higher Education – Psychology Western Colorado University Executive Committee Chair Marketing & Revenue Committee Chair Audit Committee Chair (Ad Hoc)	May 2020	May 2026	601 N. 14th St. Gunnison, CO 81230	202-907-6129 (c)	drscottcohn@gmail.com
Sue Gross **Vice President** Real Estate Agent Program Committee Chair	August 2020	August 2026	P.O. Box 4075 Crested Butte, CO 81224	781-697-5686 (c)	suegross@signature propertiescb.com
Heather Glatiotis **Secretary** Construction	Dec 2022	Dec 2024	PO Box 1313 Gunnison, CO 81230	970-765-1917 (c)	hgkoomer@gmail.com
Amanda Brackett **Treasurer** Business & HR Manager & CPA Gunnison County Libraries Finance Committee Chair	Sept 2024	Sept 2026	223 Rio Grande Avenue Gunnison, CO 81230	970-209-8272 (c)	asbrackett@gmail.com
John Iniego Six Points Client & Thrift Store Processing Clerk Building & Property Committee Chair	Dec 2022	Dec 2024	1010 W Virginia Ave #14 Gunnison, CO 81230	970-596-8384 (c)	
David Windsor Six Points Client, Pet Sitter, and Retired Vet Tech	March 2019	March 2025	208 Third Street PO Box 1132 Crested Butte, CO 81224	970-417-7634 (c)	cbhdc@hotmail.com
Nancy Gruber-Meier Retired – Teacher and Social Worker Governance Committee Chair	April 2020	April 2026	54 Bryant Ave. Crested Butte, CO 81224	303-589-3709 (c)	Nancygrubermeier@gmail.com
Sharon Taramarcaz Bank Vice President Community Banks of Colorado	April 2023	April 2025	56935 East Hwy 50 Parlin, CO 81239	641-3174 (h) 641-9000 (w) 209-9565 (c)	staramarcaz@cobnks.com
Megan Lucas Librarian, Gunnison Library	Sept 2023	Sept 2025	401 N Taylor Gunnison, CO 81230	819-3794 (c)	megan@gunnisoncountylibraries.org meglucas10@gmail.com
Cheyenne Terry Associate Director of Community Development Standards Western Colorado University	Feb 2024	Feb 2026	PO Box 612 Gunnison, CO 81230	479-495-9279 (c)	cterry@western.edu

Sixpoints
Annual Budget 2024/2025

Income	Budget FY 2025
Fee revenue	$488,492.00
Grant revenue	$120,782.00
Thrift store revenue	$571,216.00
Public support-donations	$30,745.00
Fundraising income	$31,619.00
Other revenue	$43,000.00
Total Income	**$1,285,854.00**
Operating Expenses	
Thrift store expenses	$25,870.00
Advertising	$2,772.00
Fundraising expenses	$2,442.00
Office utilities	$37,000.00
Office supplies	$5,300.00
Equipment contracts and repairs	$10,000.00
Vehicle expenses	$9,800.00
Property improvements/maintenance	$9,000.00
Professional fees	$20,600.00
Recreation/gifts	$5,740.00
Client welfare	$1,200.00
Per diem meals and mileage	$300.00
Insurance	$64,260.00
Operating expenses - other	$1,300.00
RES food, custodial, medical & Property Maintenance	$33,500.00
RES rent and utilities	$36,000.00
Payroll expenses	$996,000.00
Office events and staff appreciation	$4,600.00
Art activities and supplies	$800.00
SCC trips and events	$17,770.00
Travel expenses	$500.00
Total Operating Expenses	**$1,284,754.00**
Operating Income	**$1,285,854.00**
Net Income	**$1,100.00**

SIX POINTS EVALUATION AND TRAINING, INC

FINANCIAL STATEMENTS AND REPORT OF
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

June 30, 2023

SIX POINTS EVALUATION AND TRAINING, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023

CONTENTS

	Page
Independent Auditors' Report	1
Financial Statements	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Six Points Evaluation and Training, Inc.

Opinion

We have audited the accompanying financial statements of Six Points Evaluation and Training, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Six Points Evaluation and Training, Inc. as of June 30, 2023, and the changes in its net assets, statement of functional expenses, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Six Points Evaluation and Training, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Six Points Evaluation and Training, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Six Points Evaluation and Training, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Six Points Evaluation and Training, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Blair and Associates, P.C.

Cedaredge, Colorado
December 18, 2023

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Financial Position
June 30, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	**$ 244,956**	$ 286,190
Accounts receivable	**32,000**	46,723
Deposits	**500**	500
Prepaid expenses	**3,559**	6,680
Total current assets	**281,015**	340,093
Capital assets, net of accumulated depreciation	**1,782,373**	1,804,871
Total assets	**$ 2,063,388**	$ 2,144,964
Liabilities and Net Assets		
Liabilities		
Accounts payable	**$ 6,029**	$ 12,693
Accrued Payroll Liabilities	**2,799**	3,278
Accrued payroll costs	**49,196**	40,792
Total liabilities	**58,025**	56,763
Net assets		
Without donor restrictions		
Undesignated	**1,985,156**	2,033,023
Board designated (Note 3)	**-**	13,964
With donor restrictions (Note 6)	**20,207**	41,214
Total net assets	**2,005,363**	2,088,201
Total liabilities and net assets	**$ 2,063,388**	$ 2,144,964

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Activities
For the Years Ended June 30, 2023 and 2022

	2023			2022		
	Without Donor Restrictions	**With Donor Restrictions**	**Total**	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support						
Merchandise sales	**$ 480,557**	**$ -**	**$ 480,557**	$ 453,797	$ -	$ 453,797
Contracts and grants	**440,863**	**-**	**440,863**	409,929	-	409,929
PP Loan forgiveness (Note 5)	**-**	**-**	**-**	146,720	-	146,720
Contributions	**117,387**	**15,215**	**132,602**	63,217	48,493	111,710
Room and board	**37,431**	**-**	**37,431**	43,627	-	43,627
Fundraising	**16,410**	**-**	**16,410**	6,496	-	6,496
Gain on sale of asset	**(275)**		**(275)**	6,000		6,000
Interest income	**772**		**772**	861		861
Inkind contributions	**2,500**		**2,500**	-		-
Other income	**-**		**-**	-		-
Net assets released from restrictions (Note 7)	**36,222**	**(36,222)**	**-**	27,624	(27,624)	-
Total revenue and other support	**1,131,867**	**(21,007)**	**1,110,860**	1,158,271	20,869	1,179,140
Expenses						
Program services	**887,806**	**-**	**887,806**	861,054	-	861,054
Supporting services						
Management and general	**221,006**	**-**	**221,006**	209,593	-	209,593
Fundraising	**84,886**	**-**	**84,886**	83,135	-	83,135
Total expenses	**1,193,698**	**-**	**1,193,698**	1,153,782	-	1,153,782
Change in net position	**(61,831)**	**(21,007)**	**(82,838)**	4,489	20,869	25,358
Net assets, beginning of year	**2,046,987**	**41,214**	**2,088,201**	2,042,498	20,345	2,062,843
Net assets, end of year	**$ 1,985,156**	**$ 20,207**	**$ 2,005,363**	$ 2,046,987	$ 41,214	$ 2,088,201

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Functional Expenses
For the Years Ended June 30, 2023 and 2022

	2023				2022			
	Program Services	**Management and General**	**Fund Raising**	**Total**	Program Services	Management and General	Fund Raising	Total
Salaries	**$ 615,530**	**$ 110,480**	**$ 63,131**	**$ 789,141**	$ 590,449	$ 105,978	$ 60,559	$ 756,986
Payroll taxes	**50,617**	**9,085**	**5,191**	**64,893**	73,882	13,261	7,577	$ 94,720
Client needs	**74,727**	**-**	**-**	**74,727**	71,250	-	-	$ 71,250
Office expenses	**14,105**	**49,366**	**7,052**	**70,523**	13,144	46,003	6,572	$ 65,719
Insurance	**37,504**	**6,731**	**3,847**	**48,082**	39,865	7,155	4,089	$ 51,109
Professional Fees-accounting	**-**	**19,804**	**-**	**19,804**	-	17,427		$ 17,427
Bank fees	**13,202**	**4,400**	**-**	**17,602**	10,862	3,621		$ 14,483
Travel	**24,187**	**8,062**	**-**	**32,249**	10,272	3,424		$ 13,696
Information technology	**3,445**	**3,445**	**-**	**6,890**	2,622	2,621		$ 5,243
Advertising	**2,566**	**461**	**263**	**3,290**	3,144	564	322	$ 4,030
Improvements	**65**	**65**	**-**	**130**	1,792	1,792		$ 3,584
Thrift store	**3,177**	**-**	**-**	**3,177**	2,378	-		$ 2,378
Indirect fundraising	**-**	**-**	**2,252**	**2,252**	-	-	1,358	$ 1,358
Other	**2,676**	**481**	**275**	**3,432**	1,804	324	184	$ 2,312
Total Expenses	**$ 841,801** -	**$ 212,380** -	**$ 82,011** -	**$ 1,136,193** -	$ 821,464 -	$ 202,170 -	$ 80,661 -	$ 1,104,295
Depreciation	**46,005**	**8,626**	**2,875**	**57,506**	39,590	7,423	2,474	49,487
	$ 887,806 -	**$ 221,006** -	**$ 84,886** -	**$ 1,193,698** -	$ 861,054 -	$ 209,593 -	$ 83,135 -	$ 1,153,782

The accompanying notes are an integral part of this statement.

SIX POINTS EVALUATION AND TRAINING, INC.
Statement of Cash Flows
For the Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities		
Change in net position	**$ (82,838)**	$ 25,358
Adjustments to reconcile change in net assets		
to net cash provided by operating activities		
Depreciation	**57,506**	49,488
Paycheck Protection Program loan forgiveness	**-**	(146,720)
(Gain)/loss on sale of assets	**275**	(6,000)
Change in operating assets and liabilities		
(Increase) decrease in accounts receivable	**14,723**	(17,377)
(Increase) decrease in prepaid expenses	**3,121**	1,393
Increase (decrease) in accounts payable and accrued liabilities	**1,261**	9,961
Net cash provided by (used in) operating activities	**(5,952)**	(83,897)
Cash flows from investing activities		
(Additions) to fixed assets	**(35,282)**	(39,916)
Net cash provided by (used in) investing activities	**(35,282)** -	(123,813)
Cash flow from financing activities		
Loan proceeds	**-**	-
Borrowing on Paycheck Protection Loan	**-**	-
Net cash provided by (used in) financing activities	**-**	**-**
Net increase (decrease) in cash and cash equivalents	**(41,234)**	(123,813)
Cash and cash equivalents, beginning of year	**286,190**	410,003
Cash and cash equivalents, end of year	**$ 244,956**	$ 286,190
Supplemental disclosure		
Interest paid	**$ -**	$ -

The accompanying notes are an integral part of this statement.

NOTE 1 - NATURE OF ACTIVITIES

Six Points Evaluation and Training, Inc. (Six Points) is a nonprofit corporation formed in July 1981 to improve quality of life for persons with physical or developmental disabilities by providing rehabilitation services, training, placement, and employment. It also provides such individuals with the opportunity to have a residential living experience apart from an institution, and to be integrated into the community. The Organization is supported primarily through thrift store merchandise sales, contracts and grants, and contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES

1. Basis of Accounting and Framework

   The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. These financial statements are prepared in accordance with Generally Accepted Accounting Principles.

2. Basis of Presentation

   The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

   Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions may be perpetual in nature, such as those that the donor stipulates those resources be maintained in perpetuity.

   Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

   The Organization's unspent contributions are reported in net assets with donor contributions if the donor limited their use, as are promised contributions that are not yet due. Contributions of property and equipment or cash restricted to acquisition of property and equipment are reported as net assets with donor restrictions if the donor has restricted the use of the property or equipment to a particular program. These restrictions expire when the assets are placed in service.

   When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (cont.)

3. Cash and Cash Equivalents

   The Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

4. Revenue and Revenue Recognition

   The Organization recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or a notification of a beneficial interest is received; conditional promises to give with a measurable performance barrier and a right of return are not recognized until the conditions on which they depend have been met.

5. Capitalization and Depreciation

   The Organization follows a practice of capitalizing all expenditures for furniture and equipment in excess of $1,000. The fair value of donated assets is similarly capitalized. Depreciation of furniture and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

6. Estimates

   The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

7. Income Taxes

   Six Points Evaluation and Training, Inc. has received an Internal Revenue Service exemption from federal income taxes under Section 501(c)(3). Accordingly, no provision or liability for income taxes has been provided in the accompanying financial statements.

8. Inventory

   Inventory in the thrift store consists of donated items and is not recorded on the balance sheet because no objective basis is available to determine its value.

9. Lease Commitments

   The Organization is responsible for several residential leases for which the tenant is a client of the Organization. The terms of these leases vary, but none are for more than one year.

10. Functional Reporting of Expenses

    The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The significant expenses that are allocated include personnel, depreciation, and interest, which are allocated on the basis of estimated time and effort.

11. Summarized Prior-Year Information

    The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PROCEDURES (cont.)

Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022.

12. Subsequent Events

Management has evaluated subsequent events through December 18, 2023, the date the financial statements were available to be issued.

NOTE 3 - AVAILABILITY AND LIQUIDITY

The following represents Six Points Evaluation and Training, Inc.'s financial assets as of June 30, 2023 including donor restricted cash that will be spent during the coming year.

Financial assets at year end	Amount
Cash and cash equivalents	$ 244,956
Grants and accounts receivables	32,000
Total	276,956
Less:Board designated net assets	-
Donor restricted net assets	(20,207)
Total financial assets available to meet cash needs for general expenditures within one year	$ 256,749

Six Points Evaluation and Training, Inc.'s goal is to maintain available financial assets sufficient to meet 90-150 days of general operating expenses. Management considers donor restricted contributions that will be used within one year as part of its ordinary operations, as being available for general expenditures. Board designated operating and capital reserves may be accessed at the board's discretion.

NOTE 4 - PROPERTY AND EQUIPMENT

At year-end, property and equipment consisted of the following:

Description	Amount
Land	$ 566,000
Building and improvements	1,539,726
Vehicles	96,913
Furniture and equipment	31,787
Total	2,234,426
Less: accumulated depreciation	(452,053)
Net property and equipment	$ 1,782,373

Depreciation and amortization expense for the year was $57,506.

NOTE 5 - DONOR RESTRICTED NET ASSETS

Donor restricted net assets are to be used for the following purposes:

Program	Amount
Next Fifty	$ 5,520
Recreation fund	6,789
Staff appreciation fund	468
Gunnison Home Association	3,435
Employee welfare	2,245
Town of Crested Butte	1,750
Total	$ 20,207

NOTE 6 - NET ASSETS RELEASED FROM RESTRICTIONS

During the year, net assets were released by satisfying program restrictions as follows:

Program	Amount
Next Fifty	$ 18,815
Recreation fund	3,350
Capital improvements	6,272
Gunnison Home Association	7,030
Employee welfare	755
Total	$ 36,222

NOTE 7 - CONCENTRATION OF CREDIT RISK

The Organization places most of its cash with one financial institution. Amounts over $250,000 are not insured by the Federal Deposit Insurance Corporation or related entity. At year end, the Organization's did not have any cash balances that were uninsured. Management has evaluated its banking needs and the strength of the financial institution and feels it is in the best long-term interest of the organization to continue its existing relationship.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Grant Application;

Action Requested:

Parties to the Agreement:

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

Summary:

Ack of CM Sig; Grant App; 2025 Water Edu Grant

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/12/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/12/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/12/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/13/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/18/2025

Revised April 2015

2025 WATER EDUCATION GRANTS

The Gunnison River Basin Roundtable is pleased to announce grants of up to $1,500 for water education. Funds are available to anyone engaged in water education, including public and private schools, libraries, scout troops, homeschoolers, 4-H clubs, and other organizations offering programming for children up to 18 years old in the Gunnison Basin.

Our goal is to support programs that teach young Coloradans in Basin communities the importance and value of our most precious resource: water. We are open to funding all water-related education programs and projects including, conservation education, program and curriculum materials, field trips, water tables, outdoor education, guest speakers, and staff hours. Apply for funding to support and expand programs you've done before or to launch new ideas. Funds must be spent by **November 30, 2025** and a final report must be received no later than **December 2, 2025**.

Note: Because of the timing of the grant (spring 2025), please plan appropriately for project completion.

To apply, download and complete the attached form and submit it to Savannah Nelson at sunshinecreativesllc@gmail.com. Applications are due at 5:00 p.m. on February 17, 2025. As you prepare your application, don't hesitate to contact Savannah with questions. We're here to help!

Applications will be reviewed by the Gunnison River Basin Roundtable's Public Education, Participation, and Outreach Committee (PEPO) and award notifications will be made by February 28, 2025. Contracts will be made with the Upper Gunnison River Water Conservancy District (UGRWCD). Funds are provided by the Colorado Water Conservation Board (CWCB).

Award criteria include:

- Clear articulation of water education goals;
- Number of children impacted by programming;
- Complete description of activities to be funded.

Upon completion of the program, recipients will be required to prepare a short presentation (approximately 5 minutes) for the Gunnison Basin Roundtable describing the program and outcomes. The presentation may be made at a regular meeting in person or via Zoom. Grant recipients will also be required to submit receipts for all expenses, provide photo documentation and a brief written report describing the outcomes of the funded activities.

GUNNISON RIVER BASIN

2025 WATER EDUCATION GRANTS

You may print this form and complete it by hand, scan it and return it, or use this link to open a Google Doc application form.

Submit applications to sunshinecreativesllc@gmail.com by **February 17, 2025.**

Applicant Name:	Hannah Cranor-Kersting
Organization:	Gunnison County CSU Extension
Applicant's Role in Organization:	County Director
Organization Address:	275 South Spruce Street
City/State/Zip:	Gunnison, CO 81230
Applicant's Phone:	970-641-1260
Applicant's Email:	hannah.kersting@colostate.edu
Project Title:	CAM's Agriculture Academy Water Education Program Development
Total Funding Requested: $	$1500
Estimated Number of Participants:	100 per year
Estimated Start/Completion Dates:	3/1/25 - 7/1/25

Description
Provide a brief summary of the project.

The Gunnison County CSU Extension Office, in collaboration with CAM's Ag Academy, is developing updated, engaging water education materials to enhance learning opportunities for local students. As part of this initiative, CAM's Ag Academy will design multiple lessons, including a specialized curriculum for the 4th Grade Water Festival hosted by the Gunnison Valley School District. This curriculum will be able to be used for many years to come.

Upon completion of the lesson development, CAM's Ag Academy will assemble multiple hands-on education kits—several for the Gunnison County CSU Extension Office and an additional kit for the Upper Gunnison River Water Conservancy District, if desired. To ensure widespread and effective implementation, CAM's Ag Academy will also conduct in-person

"train-the-trainer" sessions in Gunnison, equipping educators with the knowledge and resources needed to integrate these water education materials into their classrooms.

Project Goals

Provide the goals of your project.

Enhance and modernize the water education curriculum provided by the Gunnison County CSU Extension Office for the 4th Grade Water Festival and additional educational programs.

Equip educators with high-quality, up-to-date water education materials to ensure engaging and effective instruction.

Provide comprehensive training for all educators using the lessons, ensuring they feel confident and well-prepared to deliver meaningful water education experiences.

Scope of Work

Describe individual tasks to be funded and the outcome/deliverable for each.

Task 1 Description: Develop water education lesson plans

Subtask 1A: Research and compile relevant water education content, ensuring alignment with educational standards and program objectives.

Subtask 1B: Develop and pilot engaging, hands-on lesson plans incorporating interactive activities, and real-world applications.

Task 1 Deliverables/Outcomes:

- Engaging, inquiry-based activities that promote critical thinking and student interaction.
- Clear instructional guides and adaptable materials to support facilitators in various teaching environments.

Anticipated Timeline for Completion: Feb - March, 2025

Responsible Party: CAM's Ag Academy

Total Estimated Budget for Task 1 ($) 500.00

Task 2 Description: Develop kits for water education lessons

Subtask 2A: Identify and source materials needed for hands-on water education kits, ensuring alignment with lesson objectives.

Subtask 2B: Assemble and package complete water education kits, including lesson plans, activity guides, and necessary materials for educators.

Task 2 Deliverables/Outcomes:

- Fully assembled, ready-to-use water education kits designed to support hands-on learning experiences.
- Standardized lesson plans and instructional guides included in each kit to ensure consistency across different learning environments.

Anticipated Timeline for Completion: April, 2025

Responsible Party: CAM's Ag Academy

Total Estimated Budget for Task 2 ($) 500.00

Task 3 Description: CAM's Ag Academy staff travel to Gunnison to host "train the trainer" sessions for the water education lessons.

Subtask 3A: Develop and refine water education lesson materials tailored for trainers.

Subtask 3B: Conduct in-person training sessions in Gunnison, equipping educators with the knowledge and skills to effectively deliver water education lessons.

Task 3 Deliverables/Outcomes:

- Participants of "train the trainer" program will be equipped with knowledge and instructional strategies to implement water education lessons in their respective settings.
- Standardized lesson materials and resources will be provided for future program delivery.
- Follow-up support plan developed to assist trainers' post-session, ensuring effective implementation.

Anticipated Timeline for Completion: May, 2024

Responsible Party: CAM's Ag Academy

Total Estimated Budget for Task 3 ($) 500.00

Add additional tasks as needed.

Budget
Provide a simple budget for the project:

Task Description	Total Project Budget		
Task 1: Develop water education lesson plans	$500		
Task 2: Develop kits for water education lessons	$500		
Task 3: CAM's Ag Academy staff travel to Gunnison to host "train the trainer" sessions for the water education lessons.	$500		
Totals:	$1500		

Signature of Applicant: Hannah Cranor-Kersting	Date: 2/12/2025
Signature of Supervisor or other reference from organization:	Date: 2/12/25

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Property Management Agreement

Action Requested:

Parties to the Agreement:

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

Summary:

Property Management Agreement; GVRHA

Fiscal Impact:

Submitted by: Holly Perry for Matthew Birnie **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/13/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/13/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/18/2025

Revised April 2015

Gunnison Valley Regional Housing Authority
Property Management Agreement

This Property Management Agreement **("Agreement")** is dated February 12th, 2025 and is between GUNNISON COUNTY and GUNNISON VALLEY REGIONAL HOUSING AUTHORITY ("GVRHA"), a political subdivision and public corporation of the State of Colorado are each individually referred to in this Agreement as a **"Party",** and collectively as the **"Parties."**

Background

Gunnison County owns properties to be rented as local workforce housing. GVRHA has the knowledge, experience, staffing, and capabilities to provide property management services for the GUNNISON COUNTY's Rental Properties. GUNNISON COUNTY intends to engage GVRHA as its agent to provide property management services for its Rental Property, and GVRHA is willing to provide such property management services, all as more fully set forth in this Agreement.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term: Termination.

1.1. The initial term of this Agreement commences as of the date of this Agreement, and ends, subject to earlier termination as hereafter provided, on February 12th, 2026.

1.2. On February 12th, 2026, and on the same date each subsequent year thereafter, this Agreement will be automatically renewed for successive terms of one year each until such time as either GUNNISON COUNTY or GVRHA terminates this Agreement as provided in Section 1.3 or Section 1.4.

1.3. Notwithstanding Section 1.1 and Section 1.2, either Party may terminate this Agreement, without cause and without liability for breach, upon not less than 90 days' written notice.

1.4. This Agreement may also be terminated by either Party for non-appropriation as provided in Section 15.1, and for cause as provided in Section 16.

2. GVRHA To Act as Limited Agent of County. As more fully set forth in Section 4 of this Agreement, GVRHA shall act as GUNNISON COUNTY's agent to act as landlord with regard to the leasing, tenant relations, rent collection, marketing, management, maintenance, repair and care of the GUNNISON COUNTY's Rental Property located at addresses as described in Exhibit B.

2.2. GVRHA shall not have the authority to bind GUNNISON COUNTY in any other matters beyond the defined scope of agency set forth in this Paragraph 2 without the prior written consent of GUNNISON COUNTY.

3. Limitation on Leasing to Only Qualified Tenants

3.1 GVRHA shall lease or rent residential units in the Rental Property only under the terms and conditions set forth in Section 5 and Exhibit A and Exhibit B of this Agreement.

4. General Grant of Authority.

4.1 General Authority. In accordance with, and subject to the terms and conditions of this Agreement, GUNNISON COUNTY grants GVRHA full power and authority to do the following:market and advertise the Rental Units, lease the Rental Units, communicate with the Tenants of the Rental Units on all issues related to their Rental Unit (including but not limited to tenant complaints and disputes), collect rent, late charges, security deposits and other allowed charges for all of the Rental Units, perform, arrange for and/or supervise the maintenance and necessary repairs of the Rental Units and Rental Property, track and account to GUNNISON COUNTY for the costs expenses related to the Rental Property, make payments related to the Rental Property, and manage the Rental Units and Rental Property as landlord under applicable law.

4.2 Common Areas. Rental Property has several units with common areas. GVRHA is responsible for maintenance of the snow removal around such common areas, as well as all parking spaces and street and pedestrian access to the Rental Property.

5. GVRHA's Specific Duties. Without limiting the general powers and authority described in Section 4, GVRHA will perform the following specific duties for the GUNNISON COUNTY.

5.1. Tenant Qualifications and Requirements.

A. GVRHA will list units when available, accept applications, and process all applications within ten (10) business days until the unit is leased.

B. The number of persons residing in each unit shall be governed by the terms and conditions set forth in Exhibit A to this Agreement.

C. GVRHA will verify that no improved residential real estate may be owned in whole or in-part by any applicant. For purposes of this agreement, "improved residential real estate means real property with a constructed residential structure suitable for human habitation." Applicants may request a waiver of this limitation which the County may waive at it's sole discretion.

D. The Rental Units are intended only for local workforce housing. Unless approved by GUNNISON COUNTY in writing and in advance of any lease term, all Tenants must earn 80% or more of their income working for an employer who owns or operates a business physically located within the boundaries of Gunnison County, and Tenants must work a minimum of 32 hours per week on an annual basis, except that such requirements shall not apply to a retired person over the age of sixty-five (65) years or a

person with a documented and verifiable disability if said person, prior to retirement or disability, worked a minimum of four (4) years for an employer who owns or operates a business physically located within the boundaries of Gunnison County immediately prior to his or her retirement/disability. Waivers from this work requirement or it's conditions may be requested and shall be considered by GVRHA if a request for such reasonable accommodation with sufficient and verifiable proof of past Gunnison County employment, or disability which has prevented such person from obtaining or maintaining work sufficient to meet requirements, is provided to GVRHA, which GVRHA may accept or reject in its sole discretion.

E. The minimum weekly hours of employment qualification may be waived by the GVRHA on a case-by-case basis to account for seasonality of employment, except no such waiver shall last more than six (6) months without the express written consent of GUNNISON COUNTY.

F. Any modification of the qualifications and requirements set forth in this Section 5.1 and Exhibit A to this Agreement must be in writing and signed by both the GUNNISON COUNTY Manager and the GVRHA Executive Director. The parties further agree to meet and negotiate amendments to Exhibit A to this Agreement in the future to account for future changes to the local economy, County housing policy and other presently unknown factors.

G. GVRHA will perform background checks for all applicants to include, at a minimum, rental history, and criminal historyApplicants must disclose ownership of any property utilizing Exhibit "C".

H. GVRHA will collect information from Tenants regarding their place of employment, income, previous rental history and other information.

5.2. Rental Rates. Rental rates for the Rental Units will be established by GUNNISON COUNTY, and are attached as Exhibit B which shall be adjusted annually based on HUD published Area Median Income and maximum rent limits or as amended in writing by the County Manager by replacement of Exhibit B at the discretion of the County Manager.

5.3. Leases.

A. GVRHA will use a standard rental lease form that is acceptable to GUNNISON COUNTY ("Lease").

B. The minimum term of each Lease will be twelve (12) months.

C. Up to one (1) (s) household pets are permitted in the Rentals Units if the pet is registered and approved by Petscreening.com and a Pet Deposit as described in Exhibit B has been paid. Exotic pets such as venomous or extraordinarily large reptiles or wild animals, such as dog/wolf crossbreeds,

shall be prohibited.

D. Rules and penalties for occupancy and use of the Rental Units and Rental Property will be recommended by GVRHA and established by GUNNISON COUNTY and incorporated into the Lease.

E. GVRHA will include its standard Smoke Free Housing Policy with each Lease.

5.4 Collection of Rent.

A. GVRHA will use such means as are legal, ordinary and customary to collect or attempt to collect any rent from any Tenant of the Rental Units.

B. If legal action is necessary to obtain judgment for possession of a Rental Unit, delinquent rent, or damages to a Rental Unit, GVRHA may be authorized to employ attorneys and to sue in its own name as agent for GUNNISON COUNTY; provided, GUNNISON COUNTY is notified and given express consent in writing prior to the commencement of any legal action by GVRHA. GUNNISON COUNTY will reimburse GVRHA for all legal fees and costs incurred in any litigation involving the Rental Units.

5.5 Security Deposits.

A. GVRHA will collect a security deposit from each Tenant according to terms specified by GUNNISON COUNTY.

B. The security deposits will be segregated and maintained in the Property Account (as defined below) until disbursed pursuant to this Section. Any interest accruing on the security deposits will be credited to the Property Account.

C. GVRHA will comply with the applicable provisions of the Lease and Colorado law with respect to the return of the security deposits.

D. Should this Agreement terminate while an existing Tenant's security deposit is in GVRHA's possession, GVRHA will forward the security deposit to GUNNISON COUNTY within fifteen (15) working days. Upon receipt of Tenant's security deposit by GUNNISON COUNTY, GVRHA will have no further obligation or liability concerning the security deposit and the GUNNISON COUNTY will indemnify and defend GVRHA with respect to such security deposit.

5.6 Utilities and Insurance.

A. Where utilities are not included in the rent; electric, trash, water and sewer services will be established by the Tenant and transferred to GVRHA upon vacancy.

B. GUNNISON COUNTY and GVRHA will require evidence of renter's insurance being in place prior toallowing Tenant to occupy with each party listed as an "Additional Insured."

6. Maintenance of Rental Units.

6.1 Rentals Property Maintenance

The GVRHA will cause to be performed such maintenance of the Rental Units and Rental Property as is reasonable and necessary for the reasonable use and enjoyment of and safety of the Tenants and the preservation of the Rental Units and Rental Property. GVRHA will be responsible to perform the following maintenance:

A. Snow Removal. Snow removal responsibilities vary by property. See attachment B for responsibilities of Tenant and GVRHA.

B. Unit Maintenance. GVRHA will have authority to conduct maintenance and repairs of $2,000 or less during residency after any warranty(ies) have expired. Repairs over $2,000 must be approved by GUNNISON COUNTY prior to initiating any work or agreements. GVRA will be responsible for contacting sub-contractors for repairs when needed and approved.

C. Unit Turns. GVRHA will be responsible for all repairs and cleaning required to make a unit ready for a new Tenant.

6.2 Emergency Repairs.

Except in the case of a bona fide emergency involving the threat of immediate loss of life or property, GVRHA must obtain prior approval of all maintenance repairs in excess of Two Thousand dollars ($2,000) from GUNNISON COUNTY's representative. In a bona fide emergency, as reasonably determined in GVRHA's discretion, GUNNISON COUNTY authorizes GVRHA to make such expenditures as may be necessary to address the emergency situation without prior authorization. GUNNISON COUNTY will reimburse GVRHA for the cost of any repairs or maintenance performed to any of the Rental Units or Rental Property.

6.3 Posting emergency numbers.

GVRHA will post local emergency numbers in each Rental Unit.

7. Property Fund: Accounting and Reporting Requirements.

A. GVRHA will establish and maintain a designated account for all funds related to the Rental Units **("Property Account").** The Property Account will be segregated from GVRHA' s other funds and will not be commingled. All funds collected by GVRHA with respect to the Rental Units will be deposited into the Property Account, and all expenses or other charges,

including, but not limited to GVRHA' s fee, must be paid out of the Property Account.

B. GVRHA will transfer funds to the County in excess of $200% of monthly operating expenses which accrue in the Property Account to Gunnison County on a quarterly basis.

C. GVRHA will furnish GUNNISON COUNTY with a monthly accounting report by the 15th of each month, in such form as GUNNISON COUNTY may reasonably require, accurately listing the receipts and expenditures with respect to each of the Rental Units and the Rental Property, together with occupancy rates and other information as GUNNISON COUNTY may require. Upon the termination of the Agreement for any reason, GVRHA will furnish a final accounting within 30 days of the termination.

8. Compensation To GVRHA.

As compensation for its services rendered under this Agreement, GUNNISON COUNTY will pay to GVRHA an amount of twelve percent (12%) of the Gross Potential Rent assuming 100% AMI rents for the units. The fee will be deducted monthly from the designated Property Account.

In addition GUNNISON COUNTY will pay a fee for each lessee qualification performed by GVRHA which is required to certify eligiability and rent rate for applicants seeking to lease property owned by GUNNISON COUNTY and managed by GVRHA under this agreement. The fee shall be $100 which may be amended from time to time upon mutual agreement of GUNNISON COUNTY and GVRHA.

9. GUNNISON COUNTY' s Funding Obligation.

Subject to Section 15 of this Agreement, GUNNISON COUNTY shall provide to GVRHA any funding reasonably necessary to pay expenses related to the management of the Rental Units and Rental Property when the expenses exceed the revenue generated by rental revenue.

10. Indemnification.

GVRHA will indemnify and defend the GUNNISON COUNTY, its officers, employees, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss,or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

A. the negligence or intentional wrongful act of GVRHA, or any officer, employee, representative or agent of GVRHA;
B. GVRHA's breach of this Agreement; or
C. that arise out of any worker's compensation claim of any employee of GVRHA,

except to the extent such liability, claim or demand arises through the negligence or intentional wrongful act of GUNNISON COUNTY, its officers, employees, or agents, or GUNNISON COUNTY's breach of this Agreement. To the extent indemnification is required under this Agreement, GVRHA agrees to investigate, handle, respond to, and to provide defense forand defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

11. Nondiscrimination. GVRHA will not discriminate against any prospective Tenant because of the race, creed, color, sex, sexual orientation, gender identification, marital status, age, national origin, familial status, physical or mental handicap, religion or ancestry of such person.

12. Communications. All communications relating to this Agreement will be exchanged between the designated representatives of the Parties. The initial GUNNISON COUNTY representative is Matthew Birnie, County Manager, and the initial representative of GVRHA is Melissa LaMonica, Executive Director. Each Party will promptly notify the other Party in the event that a replacement representative is designated by such Party.

13. Governmental Immunity. The Parties understand and agree that both the GUNNISON COUNTY and GVRHA are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C R.S., as from time to time amended, or any other limitation, right, immunity or protection otherwise available to the GUNNISON COUNTY, GVRHA, their officers, or their employees.

14. Assignment. This Agreement is for personal services predicated upon GVRHA's special abilities or knowledge. GVRHA may not assign this Agreement in whole or in part without the prior written consent of the GUNNISON COUNTY, which consent may be granted, withheld, or conditionally approved in the GUNNISON COUNTY's sole and absolute discretion.

15. Annual Appropriation.

15.1 GUNNISON COUNTY Appropriation.

Notwithstanding anything herein contained to the contrary, GUNNISON COUNTY's obligations under this Agreement are expressly subject to anannual appropriation being made by the GUNNISON COUNTY Board of County Commissioners in an amount sufficient to allow GVRHA to perform its obligations under this Agreement. If sufficient funds are not appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 17. GUNNISON COUNTY's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

15.2 GVRHA Appropriation.

Notwithstanding anything herein contained to the contrary, GVRHA's obligations under this Agreement are expressly subject to an annual appropriation being made by the Board of Directors of the Gunnison Valley Regional Housing Authority in an amount sufficient to allow GVRHA to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 17. GVRHA' s obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

16. Default: Resolution of Disputes.

16.1 Default.

Time is of the essence of this Agreement. A default exists under this Agreement if any Party violates any covenant, condition, or obligation required to be performed under this Agreement. If any Party ("Defaulting Party") fails to cure such default within ten days after the other Party ("None-Defaulting Party") gives written notice of the default to the Defaulting Party (or, in the event of a default that cannot be cured within ten days, if the Defaulting Party fails to commence curing the default within such ten day period and then fails to complete the cure of the default in good faith and with due diligence) then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. Notwithstanding any Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of any Party to invoke the remaining provisions of this Section.

16.2 Negotiation.

The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("Executives"). Any Party may give another Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties tothe dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) daysof the notice of dispute, or if the Parties fail to meet within twenty (20) days, either Party may exercise its rights under Section 16.3.

16.3 Final Resolution of Disputes.

If a dispute between the Parties is not resolved through negotiation as provided above, either Party may initiate such judicial action as it may deem to be appropriate. Venue for any action arising out of this Agreement will be deemed proper only in the state courts of Gunnison County, Colorado. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL TO ENFORCE OR INTERPRET THIS AGREEMENT.**

16.4. Limitation of Remedies.

The procedures specified in this Section are the sole and exclusive procedures for the resolution of disputes among the Parties arising out of or relating to this Agreement.

16.5 Extension of Deadlines.

All deadlines specified in this Section may be extended by mutual agreement.

16.6 Costs.

Each Party will pay its own costs with respect to negotiation. The prevailing Party in any litigation, either at trial or upon appeal, is entitled to reimbursement from the other Party for all reasonable costs and expenses, including attorney fees, in connection with such litigation.

17. Notices.

All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for GUNNISON COUNTY to:

Gunnison County
200 E Virginia Avenue
Gunnison, CO 81230

Attn: County Manager
Telephone number: 970-641-0248

If intended for GVRHA, to:

Gunnison Valley Regional Housing Authority
200 E. Virginia Avenue
Gunnison, Colorado 81230

Attn: Executive Director
Telephone number: 970 641-7900

Any notice delivered by mail in accordance with this Section will be effective on the third business day after having been deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by telecopier in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt it is confirmed orally by telephone and a copy of the notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt.

Either Party, by notice given as provided above, may change the address to which future notices may be sent.

18. Waiver.

The failure of either Party to exercise any of its rights under this Agreement will not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

19. Modification.

This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto. Oral modifications to this Agreement are not permitted.

20. Authority.

The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement and to bind such Party to fully perform the obligations of such Party as set forth in this Agreement.

21. Section Headings.

Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

22. Third Parties.

There are no third party beneficiaries of this Agreement,

23. No Adverse Construction.

Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either Party based upon authorship.

24. Severability.

If one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application hereof is not in anyway to be affected or impaired thereby.

25. "Will" and "Will Not" Defined.

The terms "will" and "will not" indicate a mandatory obligation to act or to refrain from acting as indicated in the context of the sentence in which such terms are used.

26. Survival. All indemnity obligations of this Agreement will survive the termination of this Agreement.

27. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

28. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

29. Binding Effect. This Agreement is binding upon, and inures to the benefit of the Parties, and their respective successors governing bodies.

Gunnison County

By: _____

Gunnison County Manager, Matthew Birnie

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

By: _____

Melissa LaMonica, Executive Director

Exhibit A

1) Leases will be for one (1) year with a one-year automatic extension for tenants who remain in compliance with the lease terms. Leases may be extended beyond the initial two-year term (one year plus one year extension) under the foregoing conditions.
2) After 2-years the lease rate shall be adjusted to match the current rates as described in Exhibit B, which shall be updated from time..
3) Roommates are allowed under conditions and as approved by GVRHA: Both incomes shall be considered by GVRHA and both parties must be listed on the lease.
4) Leases will be awarded on a "first come/ first served" basis once all required applications, documentation, and deposits are received by GVRHA. Once the county has made the unit available.
5) GVRHA will allow tenants up to fifteen (15) days from execution of a lease agreement to move in and commence a lease term, so long as tenant pays at least one-third (1/3) of the amount of the Security Deposit on the date the lease agreement is fully executed ("Reserve Payment"). The Reserve Payment shall be non-refundable.

For units occupied by persons who are full or part time employees of GUNNSION COUNTY and who are identified by GUNNISON COUNTY as eligible for housing ("County Employees") :

6) Employees of GUNNISON COUNTY shall be given priority when leasing units.
7) Employees who are separated from County employment will be allowed to stay in their housing according to the lease terms. Automatic renewal may not apply
8) GUNNISON COUNTY may waive or modify the foregoing requirements at its sole discretion.
9) Security Deposit is equal to to 1 month's rent
10) Pet Deposit is $300. Pet Deposit is not required for service animals.

TABLE 1: Occupancy minimum and maximum:

Unit type	Minimum Household Size	Maximum Household Size
Studio	1	2
1-Bed	1	3
2-Bed	2	4
3-Bed	3	6

Exhibit B
Rates set as of November 1, 2024
Tables below shall be updated annually

Elk Valley Rents: rents do not include utilities ($350/month utility allowance deducted from HUD AMI table.)

Unit Type	Monthly Rent			
	70%-80% AMI	80% -100% AMI	100%-120% AMI	120%- 140% AMI
3-Bed	$1,525	$1,793	$2,328	$2,864

*Tenants are responsible for snow removal from the front door and garage door to the drive lane.
*GVRHA will contract for snow removal in the parking area and drive lane.

Sawtooth Phase 1 Rents: rents inlcude internet ($350/month utility allowance deducted from HUD AMI table.)

Unit Type	Monthly Rent			
	70%-80% AMI	80% -100% AMI	100%-120% AMI	120%- 140% AMI
1-Bed ADU	$1,001	$1,092	$1,581	$1,967
3-Bed, 2 - Bath	$1,525	$1,793	$2,328	$2,864
Garage	$300			

*Tenants are responsible for snow removal from the front door to the street and from the garage (if applicable to the alley)
*GVRHA will contract for snow removal at the perimeter sidewalk and alley.

Sawtooth Phase 2 Rents: rents include utilities: electric, water, sewer, internet

Unit Type	Monthly Rent			
	70%-80% AMI	80% -100 AMI	100%-120% AMI	120%- 140% AMI
Studio	$1,008	$1,153	$1,441	$1,730
1 -Bed Apartment	$1,351	$1,545	$1,931	$2,317
2 -Bed, 1 -Bath	$1,662	$1,854	$2,317	$2,781
2 -Bed, 2 -Bath	$1,828	$2,039	$2,548	$3,059

*GVRHA will contract for all snow removal at the site including the alley and the extension of Evan's Street East of 14th Street.

Pet Deposit: $300 (adjusted annually by CPI inflation rate for new tenants)

Exhibit "C" - Property Ownership Disclosure Form

1. Personal Information

Full Name _____

Address _____

Phone Number _____

Email Address _____

Identification Number (if applicable) _____

2. Property Ownership Details

For each property owned, please complete the following information.

Property #1

Field	Description
Property Address	_____
Type of Property	(e.g., residential, commercial, land) _____
Ownership Type	(e.g., sole ownership, joint ownership, trust) _____
Percentage of Ownership	_____
Date of Acquisition	_____
Current Market Value (if known)	_____
Mortgage or Liens on Property	Yes ☐ No ☐
If yes, specify lender(s) and amount(s)	_____
Is the property rented or leased?	Yes ☐ No ☐
Annual Rental Income (if applicable)	_____

[Repeat as needed for additional properties]

3. Declaration

I, the undersigned, declare that the information provided above is true, accurate, and complete to the best of my knowledge. I understand that any misrepresentation or omission of information may have legal consequences.

| Signature | _____ | | Date | _____ |

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Transfer of Entitlements; Telluride

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Federal Aviation Administration

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

Summary:

Agreement with the FAA to transfer GUC's FY 2025 entitlement funds to the Telluride Airport for this year. The following year the entitlement funds will be returned to GUC for use of FAA approved projects.

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: 2/13/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Ms. Laura Puckett Daniels
Chair, Board of County Commissioners
200 E. Virginia
Gunnison, Colorado 81230

Dear Commissioner Daniels,

We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer $1,300,000 of fiscal year (FY) 2025 Federal funds from Gunnison-Crested Butte Regional Airport to Telluride Regional Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," a copy will be sent to all signatories.

Sincerely,

{{Sig_es_:signer1: signature}}

{{N_es_:signer1: fullname}}

{{*Ttl_es_:signer1: title}}

Enclosure

DRAFT

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),
Name of Transferring Sponsor: County of Gunnison, Colorado
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for the:

Name of Transferring Airport (and LOCID):

Gunnison-Crested Butte Regional Airport (GUC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Non-primary)	Fiscal Year	Amount
Passenger	2025	$1,300,000
Total		**$1,300,000**

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Telluride Regional Airport (TEX)
Name of Receiving Airport's Sponsor: Telluride Regional Airport Authority and County of San Miguel, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of **September 30, 2025** or when the availability of apportioned funds lapses under 49 USC § 47117(b).
Dated **{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1: signature}}

(Signature)

{{N_es_:signer1: fullname}}

(Typed Name)

{{*Ttl_es_:signer1: title}}

(Title of FAA Official)

DRAFT

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

COUNTY OF GUNNISON, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2: signature}}

(Signature of Sponsor's Authorized Official/Representative)

By: **{{N_es_:signer2: fullname}}**

(Type Name of Sponsor's Authorized Official/Representative)

Title: **{{*Ttl_es_:signer2: title}}**

(Title of Sponsor's Authorized Official/Representative)

DRAFT

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es_:signer3: signature}}**

(Signature of Sponsor's Attorney)

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Gary Community Ventures Grant;

Action Requested: Other Consent to Apply

Parties to the Agreement:

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

Summary:

Request to apply for Gary Community Ventures County Public Benefit Innovation Grant Cohort

Fiscal Impact:

Submitted by: Lana Athey **Submitter's Email Address:** lathey@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/13/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/13/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/13/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

Health and Human Services is applying for the public benefit utilization cohort grant with Gary Community Ventures. The grant would provide two years of funding ($50,000 annually). The overall goal of the grant work is to maximize utilization of public benefits programs among Colorado families. Should we be awarded the grant our department would be part of a cohort that would work together to determine which benefit program(s) have greatest potential for utilization improvement and therefore, hold the greatest promise of improving financial stability and quality of life. Over the course of two years we would design and test innovative strategies to measurably increase benefits utilization.

Gary Community Ventures – County Public Benefit Innovation Cohort

Grant Application

NARRATIVE

1. **Program of interest & target population:**

a. Describe which benefit program(s) you intend to focus on for purposes of measurably increasing access and utilization, and describe the population (demographics and population size) most impacted.

Gunnison County Health and Human Services intends to focus on increasing access and utilization of Medicaid and CHP+. The department would also like to explore family tax credit utilization and ways to raise awareness around the tax credits available to Colorado families.

All families in need of services in Gunnison and Hinsdale Counties are able to access services through Gunnison County Department of Health and Human Services (DHHS). There will be a specific focus on increasing enrollment of children, immigrants, Spanish speaking families, and seniors.

Gunnison County Health and Human Services is a hub for many families in both Gunnison and Hinsdale Counties. Our organization connects families to a variety of resources administered through our organization such as Medicaid, Child Health Plan Plus (CHP+), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Colorado Child Care Assistance program (CCCAP), Community Service Block Grants (CSB), OmniSalud, Caring for Colorado locally funded early childhood programming tuition assistance, and other programs supportive of families. The Gunnison Hinsdale Early Childhood Council is also housed under Gunnison County DHHS. Due to the variety of programs and services offered through our organization we interact with and support families on a daily basis. A shared goal across Gunnison County family serving organizations is to increase family's economic mobility which in turn increases protective factors for youth and families. Our goal is to work upstream. Establish relationships with families and building their trust by providing comprehensive support. This proposal will build upon the strong collaboration that already exists in Gunnison and Hinsdale Counties and will increase protective factors for youth, families, and seniors to increase wellbeing, foster a community of trust and increase each family's financial literacy.

Gunnison and Hinsdale Counties are located in south central & southwest Colorado. Gunnison County has a population of 17,321 and Hinsdale County has a population of 765. Approximately one half of Gunnison County residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). Almost 13% of Gunnison County residents live below the federal poverty level. (Census.gov) The percentage of households that spend 50% or more of their income on their rent or mortgage is between 26-34% depending on the community that residents live in which can cause some of our rural community residents to be vulnerable to financial insecurities. The 2021 County Health Ranking report indicated that 10% of the population in Gunnison County is food insecure and the same report estimated that 22% of the population identifies as having severe housing problems as identified by overcrowding, high housing costs, lack of kitchen facilities and lack of plumbing facilities. In addition, Gunnison County is growing rapidly, from 2010 to 2023, the overall population

of the county has grown 11.5%, further increasing the demand on the existing limited resources of this rural community. Gunnison County Census data reports 85.8% of residents identifying White alone, 10.2% identifying as Hispanic or Latino, 3% identifying as American Indian/Native Alaskans, and 2.2% identifying as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov). Hinsdale County Census data reports 93.7% of residents identifying White alone, 1.3% identifying as American Indian/Native Alaskans, and 2.9% identifying as 2 or more races and 6.4% identifying as Hispanic or Latino

b. Does the proposed project improve utilization among new families, already participating families, or both?

The proposed project is expected to improve utilization among new families and already participating families.

2. Motivation & Need

Explain the challenges and barriers your county is currently experiencing with respect to the benefits program(s) you've selected.

a. Why is this program focus important to your organization, project team, and community?

Increasing utilization of Medicaid and CHP+ is important to our organization because it can improve health outcomes, reduce health disparities, and help our community members avoid costly medical bills. Which in turn supports our local health care system lessening the potential for large unpaid health care bills. Increasing family tax credit utilization is another focus area of our organization as the tax credits available to families in Colorado have the potential to help lift families out of poverty and provide much needed financial capital to support families in meeting the rising costs of childcare, food, and other daily essentials.

b. What work has already been done to understand key challenges? Who was involved and how did their perspective inform the process?

Some work has been done to understand key challenges through one on one conversations with community members and other families serving organizations. The multicultural resources services team that is housed under Health and Human Services has done much work with our Spanish speaking community members to understand the barriers of enrollment and support them through the process.

In recent years our organization has been looking into other ways to support families. Helping to raise awareness of the tax credits available to families is an approach we plan to take to better support their economic mobility. Our organization often encourages families to file their taxes, and we have worked with many immigrant families to assist them in obtaining their ITIN numbers by referring them to third parties. Colorado has a great number of tax credits available to families and our organization thinks that greater awareness around the credits and family eligibility should be a key focus area as we look at increasing the financial well-being of the families that we serve. Many

of the tax credits available to low-income families can have a huge impact on a family's overall financial well-being.

c. What data / analysis / key metrics do you have suggesting the benefit program you've selected could be better utilized, and that it would have significant impact on families in your county?

Medicaid enrollment in Gunnison County is 17.7% hovering just below the State average of 19.2% in Hinsdale County the percentage of individuals enrolled in Medicaid is 14.6% of the population. Adult and child enrollment is close to the State average for both Counties, with senior Medicaid enrollment in Gunnison County at 6.7% falling well below the State average of 14%. We see some opportunity to increase enrollment in Medicaid specifically for our Senior population and children or pregnant women. With only 236 CHP+ members in Gunnison County, we expect that targeted outreach to pregnant women and families with young children could cause that number to increase dramatically.

3. Proposed approach: Describe your project.

a. Given the benefit program identified, what is/are the pain point(s) you wish to address?

One pain point we wish to address is our lack of bilingual staff members available to outreach and support Spanish speaking individuals with Medicaid and CHP+. To address the utilization of family tax credits our team would like to address the need for increasing access to tax filing support offered in Spanish and connecting families to low or no-cost tax preparation services offered in the community.

b. What is your proposed approach to digging deeper into the problem? Whose insight and perspective need to be included? (We encourage inclusion of frontline staff and insights from eligible families.)

The proposed approach to digging deeper into the problem begins with gathering feedback and insights from our current staff members. Our multicultural resource services staff and senior resources staff members work directly with clients. Outreaching to potentially eligible families and supporting them through the enrollment process. Initially we plan to meet to look at barriers that eligible individuals might face when looking to enroll in these programs and/or file their taxes as well as ways that our team could increase our outreach efforts and work alongside community partners connected with the focus populations.

The team also plans to gain insights from eligible families around what barriers they may have experienced during the enrollment or tax filing process and ways that we could improve the client experience as well as the community's awareness of the available programs and/or tax credits. In the past our team has held education nights on how to use health insurance. The result has been more families accessing health care services through the hospital.

Our multicultural services team has provided direct enrollment support for OmniSalud for the past two years working with a local health insurance provider to assist individuals with enrollment. The

target population for this project was Spanish speaking immigrants who do not have health insurance. In the first year an estimated 100 people were enrolled and recently over 230 individuals enrolled. This is much more than was initially expected given our population.

c. What questions are most important to you as you investigate possible solutions? (Example questions: At which point in the application process do we lose the most customers and what strategies could improve uptake? What work-arounds have front line workers implemented that could be streamlined? Are there silos in our teams administering related benefit programs that if addressed could unlock efficiencies?)

- At which point in the application/tax filing process do we lose the most families and what strategies could improve uptake?
- What do our clients think is the most difficult part about applying for Medicaid, CHP+, LEAP or filing their taxes?
- Do community members have a good understanding of the public benefits and tax credits available to them?
- How can we increase public knowledge of public benefits and tax credits they may be eligible for?
- Are there silos in our teams administering related benefit programs that if addressed could unlock efficiencies?

d. What early ideas would you like to test to increase access and utilization? (Remember: we do not expect fully formed solutions.)

- Support the development of a bilingual eligibility/admin liaison position that serves at the front desk while also supporting individuals through the enrollment process.
- Increase outreach at community events throughout the year.
- Work in partnership with other family serving organizations to help individuals better understand the benefits/tax credits available to them and ways that they can apply.
- Work with Western Colorado University's accounting degree program to offer free tax preparation services.

4. Organizational capacity:

a. What is your organization's current capacity to focus on this project? How might you create additional capacity, if necessary?

Currently our organization is close to fully staffed with team members eager to do this work. Many of the staff members that will work on this project have extensive experience supporting individuals

through the enrollment process and a deep understanding of public benefit programs. Our team also works with various community partners on a regular basis to hold outreach and community education events throughout the year. Our department is in the process of hiring a bilingual eligibility/admin liaison position that would play an essential role in this work.

b. Are there key partners (external to your agency) you propose to include in this project to augment capacity and / or bring expertise, perspective, etc.? Have you partnered before, and how is this work important to them?

We plan to work closely with other family serving organizations to heighten their awareness of the benefits/tax credits available to families, this would include Juvenile Services, the School District for Gunnison and Hinsdale Counties, and local health care providers.

To support greater utilization of family tax credits we plan to work closely with Western Colorado University's accounting program and other family serving agencies in the community that regularly interact with families. This would include Juvenile Services, early childhood education programs, the local library and the School District for Gunnison and Hinsdale Counties.

d. Beyond funding, what else do you need to be successful?

Current data around family tax credit utilization, support in tracking tax credit utilization

7. Leadership & Equity:

a. Who are the primary staff that will lead this effort? Why? Pls provide brief bios of key organizational leaders as well as those with a primary role in this project. (Note: We encourage having a frontline staff person in a leadership role on this project.)

Brian Gage serves as the Economic Services Security Supervisor. Brain has an extensive understanding of all of the public benefits programs available in Colorado. Brian oversees the Gunnison County DHHS eligibility team ensuring that individuals are supported through the enrollment process and have a comprehensive understanding of the various benefits programs available to them.

Lana Athey serves as the Early Childhood Services Supervisor and the Gunnison Hinsdale Early Childhood Council Coordinator. She holds a Bachelors degree in Human Services and a Masters in Early Childhood Education. Lana has been with DHHS since 2011. Serving in different roles as the Nurturing Parenting Program Coordinator, CCCAP specialist, and then since 2014 with the Gunnison Hinsdale Early Childhood Council.

Yazmin Molina serves as the Multicultural Resource Services Coordinator. She holds a Bachelors degree in Sociology and Spanish. Yazmin has been employed with Gunnison County DHHS since 2021. She has a great understanding of the needs of our immigrant community and has developed testing relationships with many of the immigrants and Spanish speaking individuals in our

community. Yazmin leads the Multicultural Resource Services Team as they provide health navigation services to all of our community's Spanish Speaking residents.

Geri Howard serves as a Senior Resource Specialist for Gunnison County. She has been employed with Gunnison County DHHS for over 15 years. Geri assists seniors in the community by providing information, assistance and referrals to low income or otherwise underserved seniors in our area.

Our organization is currently hiring the eligibility/admin liaison positive which will play a key role in this work.

b. What is the racial and gender identity of the ED?

The Assistant County Manager for Health and Human Services oversees our organization. She identifies as a Caucasian female.

c. How many members of your leadership team do you have and what percent identify as BIPOC?

Gunnison County Department of Health and Human Services has 8 members on the leadership team. 12% of the leadership team identifies as BIPOC.

d. Please include a short narrative to help us understand your organization's journey to advance DEI internally (e.g., through organizational practices, policies, hiring practices, staffing, board representation, etc.).

Our department strives to provide culturally competent and responsive services, fostering an inclusive culture that is accepting and supportive, with the goal that clients feel respected, represented, and comfortable in interactions with our staff.

Gunnison County Health and Human Services (HHS) has provided immigrant integration services since 2001, when the first Multicultural Resource Coordinator was hired. Since then we have added capacity to the team through new bilingual positions. We now have 3 staff people who make up the Multicultural Resource Services team, with additional bilingual staff hired for other program areas as well. This team is made up of bilingual staff who are immigrants with lived experience of navigating the systems of health and human services, as well as other educational and family serving systems. This team is committed to developing trusting relationships with the immigrant community. They provide comprehensive support to clients for a multitude of needs. Through this work of meeting community needs in a trust-worthy way, we are now seeing a huge increase in engagement from our BIPOC population. One example is a recent community baby shower where 85% of the 92 attendees were Spanish Speaking. This is a trend that has only continued with a large percent of attendees at community events and workshops offered by our organization being from the BIPOC community. We strongly believe that this is due to the outstanding outreach and efforts of our Multicultural Resource Services team.

Gunnison County Health and Human Services has had an internal Health Equity Team since 2020. Recently the organization has devoted funding for staffing this team, which has led to more engagement and the development of mission, vision, and strategic plan documents. The group

meets regularly and has been incorporating equity processes into HHS staff onboarding, staff meetings, and educational opportunities.

Recently the leadership of Gunnison County as a whole has also identified equity, diversity and inclusion as an important priority to include into the strategic priorities for the organization. With support from leadership, the next step for this process is to engage with staff to develop action plans.

We have also seen recently two women identifying as Hispanic join the HHS leadership team, with supervision responsibilities. The organization has also changed hiring practices to allow for applicants to replace formal education with lived experience. This has opened the door to employees with more varied experiences to join the team.

e. How does your organization's racial equity work inform your external facing programs or services?

Our department strongly believes that it is important that we provide comprehensive navigation services to families to ensure that they are able to easily access the resources they need in our community in order to thrive. For Spanish speakers in particular we ensure that our services are accessible. These services include clinical services, home-visitation services, food assistance, child care assistance, and health insurance enrollment/eligibility. We also use Pocketalk devices to ensure that we can communicate in other languages as well.

Our teams regularly collaborate with the school districts, early childhood centers, other family serving agencies, and in house Health and Human Services staff to identify and connect with families in need of support. Community partners reach out to our organization on a regular basis when they are concerned about a family or want to connect them to additional resources. Our team regularly updates and shares information on the families support services we are able to offer and work with community partners to identify and fill gaps in services.

Throughout the year our team also participates and/or organizes community engagement events. Regularly attending Immigrantes Unidos meetings and events, Branches of Inclusion Gunnison group (BIG), and Gunnison County Health Coalition, and Family Advocacy and Support Team weekly meetings. In 2022 the MRS team played a significant role in the communities first ever Welcoming Week which involved the League of Women Voters, County and City of Gunnison, Library, Police Department, and Health and Human Services. Welcoming week was a series of events put on by community organizations to welcome immigrant community members to the City of Gunnison.

In all of our efforts to engage individuals that work with family and children our team is always looking for opportunities to connect with and support families to help them thrive. We work hard to ensure the information is available in Spanish and that bilingual staff members are available to provide interpretation services for clients when needed.

Budget Template Instructions

General Instructions:
The Budget Template - Should be used to explain how an organization plans to use funds consistent with the proposed activities. This document contains includes two worksheets: Instructions and Budget Template. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications.
The information contained in each expenditure category helps reviewers understand the budget. Please provide narrative for each category in the "Narrative" section
In the budget template, various cells offer information by hovering the mouse over the cells.
Contact Information
Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information
Personnel (employees of lead agency)
This section is for wages for employees of the agency receiving the grant.
Please Use the Personnel Detail Table (2); information from this table will populate the Personnel Line
Table 2: Personnel Detail Table (Wages)
Position Title : Enter the title of the position of each person who will be funded by the grant
Current Staff or To be Hired : Select from the dropdown box
Annual Salary : Please enter a yearly salary; if someone is paid hourly, please calculate this to reflect an annual salary
% Time on Project : Please list what % of this person's time will be dedicated to this project
Total Request : Total funds requested to support this person's time on the project
Narrative: Use this column of the budget template to address the role and expected contribution of budgeted personnel.
Total Personnel Services (including fringe benefits)
This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting.
Benefits (Fringe and Taxes)
Provide the total amount requested for fringe benefits for the personnel listed in Table 2: Personnel Detail. In the narrative, please describe how the fringe benefits were calculated.
Supplies & Administrative Expenses
Supplies and administrative expenses may include, but are not limited to, postage, office supplies, meeting materials, educational materials, and printing and copying. Please provide a brief description in the narrative about how costs were determined and how funds would be used.
Contractors/Consultants (payments to third parties or entities)
Please complete Table 3: Contractors/Consultants/Partners; information from this table will populate the Contractor/Consultant line.
This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work This includes consulting, personal services subcontracts, and payments to partners. The narrative should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables.
Travel
This expenditure category should include all travel expenses such as lodging, meals, mileage, and airfare. In the Narrative, please describe the expenses, how they were determined, and how they support completion of the proposed activities.
Training/Professional Development/Conferences
This line includes expenses not covered in other categories related to participation in professional development activities, such as conference fees. In the narrative, please identify the rational for these expenses and how they were calculated.
Total Direct Costs
This row should total the amount of all Direct Costs the agency is requesting.
Indirect Costs
Up to 10% of the total direct costs may be charged to cover associated indirect costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the project.

Gary Community Ventures - County Public Benefit Innovation Cohort

Applicant/Lead	Gunnison County Health and Human Services		
Contact Name:	Lana Athey	**Email:**	lathey@gunnisoncounty.org
Grant Period	Year 1 June 1, 2025-May 31, 2026 & Year 2 June 1, 2026-May 31, 2027		

Table 1: Project Expenses (June 1, 2025-May 31, 2026) YEAR 1 with the same project expenses in Year 2		
Budget Category	**Total**	**Narrative (Explain how costs were determined and how the budget aligns with**
Personnel*	$ 48,294	*Provide detailed justification in Table 2: Personnel table - Fringe benefits include
Supplies/Operating Expenses	$ 1,706	Computers, event supplies, event food, promotional materials copies, office supplies
Memberships		
Contractors/Consultants/Subcontracts to Partners*		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Total Direct Costs	**$ 50,000**	
Indirect Costs (should not exceed a rate of 10% of direct costs)	$ -	
TOTAL REQUESTED YEAR 1	**$ 50,000**	
TOTAL REQUESTED YEAR 1	**$ 50,000**	
TOTAL REQUESTED	**$ 100,000**	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)					
Position Title	**Current Staff or To Be Hired**	**Annual Salary including fringe**	**% of Time on Project**	**Total Request**	**Narrative**
Early Childhood Service Supervisor	Current	$117,208	5%	$ 5,860	2 hours/week Planning, Outreach, Community Collaboration, Family Education Nights, Grant Management
Early Childhood Resource Navigator	Current	$70,366	5%	$ 3,518	2 hours/week Planning, Outreach, Community Collaboration, Family Education Nights
Senior Resource Specialist	Current	$108,160	15%	$ 16,224	6 hours/weekattendance at cohort meetings, support for seniors applying for benefits, outreach
Eligibility/Admin Liason Position	Current	$53,610	11%	$ 5,897	4hs/week support for families applying for benefits, translation and interpretation at front desk, attendance in cohort meetings
Multicultural Resource Services Coordinator	Current	$83,969	20%	$ 16,794	8 hours/week Community Outreach, translation and interpretation, planning, attendance at community events, support for families applying for tax credits
Total Personnel				**$ 48,294**	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners		
Name of Contractor/Consultant/Partner (if available)	**Total Request**	**Narrative**
EXAMPLE: XYZ Consultant	*$ 5,000*	*To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators*
	$ -	
	$ -	
	$ -	
Total Contractor	$ -	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Cooperative Wildfire Protection; Ada

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado State Fire Coop and Gunnison County

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

Summary:

Outlines everyones responsibilities during a wildland fire

Fiscal Impact:

Submitted by: adam murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/6/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/14/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/14/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 2/14/2025

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION

This Agreement is made by and between Gunnison, Colorado acting through its Board of County Commissioners and Adam W. Murdie, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, *et seq.*	Local Government Budget Law
C.R.S. § 29-22.5-101, *et seq.*	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is the lead state agency for wildland fire response and suppression.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the IROC or successor system(s), from which those resources can be ordered when needed. For resources to be entered into IROC they must be documented on a valid Colorado Resource Rate Form (CRRF). DFPC also administers and manages the IQS, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the IROC or successor system(s). IQS program management and user roles and responsibilities are detailed in the annual IQS Terms and Conditions.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing an Incident Commander to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq*.

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the Sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the Sheriff.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities.

C. PURPOSE

The purpose of this agreement is to detail processes and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

D. DEFINITIONS

"Agency Administrator." The managing officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

"Colorado Cooperative Wildland Fire Management and Stafford Act Response." Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire; also called "the Master Agreement".

"Colorado Emergency Operations Line." The Colorado Department of Public Safety's point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number (303-279-8855) or successor fire notification and coordination process will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

personnel.

"Colorado Prescribed Fire Planning and Implementation Policy Guide." The DFPC's guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC personnel.

"County." Gunnison County, Colorado acting through its Board of County Commissioners.

"County OP." The *County Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants. The OP can be adopted for a multi-year cycle not to exceed the expiration date of the Master Agreement, but must be reviewed on an annual basis. The County OP documents how interagency cooperation is to be implemented within the County. The County OP shall be drafted by DFPC or designee in cooperation with the County, but substantially in the form of the current OP template..

"County Responsibility Fire." A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

"Delegation of Authority." A statement provided to the Incident Commander by the Agency Administrator(s) delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed.

"DFPC" or "Division." The Colorado Division of Fire Prevention and Control.

"DFPC Analysis Form." The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance..

"DFPC Battalion Chief." DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

"DFPC Personnel." DFPC representatives, in addition to the DFPC Battalion Chief; may include, but are not limited to the DFPC District Chiefs and DFPC Deputy District Chiefs.

"Disaster." Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

"EFF." Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and §

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

24-33.5-1220, *et seq*.

"ESA." Means Enhanced State Assistance. Funding and state resources provided by DFPC to local jurisdictions to encourage rapid initial attack actions where fire is unwanted, to reduce the size, duration, costs, and impacts of wildfires; defined in the Annual Wildfire Preparedness Plan Appendixes.

"FEPP Program." The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

"Fire Department." Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

"ICS." The Incident Command System is a standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

"Incident Commander." Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

"IQS." The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

"IROC." The Interagency Resource Ordering Capability chartered by the National Wildfire Coordinating Group. IROC is a nationwide, web-based application that aligns with interagency business needs for tracking all tactical, logistical, service and support resources mobilized by the incident dispatch community.

"Mutual Aid Agreement." Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

"NFIRS." The National Fire Incident Reporting System or its successor system.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

"NIMS." Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

"NWCG." The National Wildfire Coordinating Group.

"Party" or "Parties." "Party" means the County, or the Sheriff, or the DFPC and "Parties" means the County, the Sheriff and the DFPC.

"Prescribed Burning." Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

"Sheriff." The Sheriff of the county, or his or her designee.

"State." The State of Colorado.

"State Responsibility Fire." A County Responsibility Fire that exceeds the County and the Sheriff's capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for State-coordinated financial assistance.

"Wildland Area." Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

"Wildland Fire." Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

"Wildfire." For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County OPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and other agreements between the Parties, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties (or successor agreements).

The hierarchy of precedence for other agreements may be identified in the County OP.

G. AGREEMENT

Section 1. PLANNING

1.1 ***County OP.*** Prior to May 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly review the OP and, if updates are required, shall update, execute, and distribute a new OP. The DFPC Battalion Chief, or other designated DFPC personnel, shall arrange the date and location of the County OP meeting(s), and shall be the lead coordinator and facilitator of the County OP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County OP meeting(s). However, the Parties may revise the County OP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to review the County OP by the May 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 ***OP Extension.*** If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief, or other designated DFPC personnel, and the County Sheriff and written notice sent to all the OP Parties in the prior year's County OP.

1.3 ***Intergovernmental Agreement Concerning Local Fires.*** County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

2.1 ***County and Sheriff Responsibilities.*** The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreements, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff will follow ICS and will ensure an Incident Commander is appointed to manage a County Responsibility Fire. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

2.2 ***DFPC Responsibilities.*** The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Incident Commander. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Incident Commander, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

2.3 **Parties Mutual Responsibilities**. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 ***Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire.*** Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities. Eligible costs on a State Responsibility Fire are outlined in Exhibit A to this agreement.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

the Wildland Fire qualifies for Emergency Fire Fund assistance as outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

3.2 ***County and Sheriff Responsibilities.*** For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any County Sheriff or designee to obligate the State for payment of any money without prior state approval.

3.3 ***DFPC Responsibilities.*** For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

3.4 ***Parties' Mutual Responsibilities.*** In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

<u>Assumption of Fire Control Duty Agreement (County to State):</u>

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

<u>Assumption of Fire Control Duty Agreement (State to County):</u>

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

<u>Cost Share Agreements:</u>

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.5 ***Appeal of Determination of State Responsibility Fire.*** Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 ***County and Sheriff Responsibilities.*** The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC personnel in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 ***DFPC Responsibilities.*** The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

Section 5. WILDFIRE PREVENTION

5.1 ***County Responsibilities.*** Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County OP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County OP.

5.2 ***DFPC Responsibilities.*** The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County OP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 ***Sheriff Responsibilities***. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County OP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

6.2 ***DFPC Responsibilities***. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County OP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete;

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

Section 8. REPORTING

8.1 ***All Parties Agree.*** The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

8.2 ***Sheriff Responsibilities.*** The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 ***DFPC Responsibilities.*** The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may, upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

Section 10. BILLING AND PAYMENT

10.1 ***General Provisions.*** The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

10.2 ***County Responsibility.*** It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

10.3 ***DFPC Responsibility.*** Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

Section 11. GENERAL PROVISIONS

11.1 ***Term.*** The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 ***Repeal of Prior Agreements.*** This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 ***Amendments or Extensions***. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

11.4 ***Notices.*** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

County: _____

Sheriff: 510 W Bidwell Ave
Gunnison Co
81230

11.5 Entire Understanding. This Agreement 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 Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

11.6 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 Agreement by reference.

11.7 Third Party Beneficiaries. Except for the Parties' respective successors and assigns described in **§ 17.A,** 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 this Agreement, and do not create any rights for such third parties.

11.8 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.

11.9 CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

11.10 Colorado Special Provisions. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3). These Special Provisions apply to all contracts except where noted in italics.

(a) FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the Parties payable after their current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(b) 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

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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 Parties' 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.

(c) INDEPENDENT PARTY.

County shall perform its duties hereunder as an independent Party and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **County 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 County or any of its agents or employees. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

Similarly, State shall perform its duties hereunder as an independent Party and not as an employee of the County or Sheriff. Neither State nor any agent or employee of State shall be deemed to be an agent or employee of County or Sheriff. State shall not have authorization, express or implied, to bind the County or Sheriff to any agreement, liability or understanding, except as expressly set forth herein. State and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County or Sheriff and neither the County nor Sheriff shall pay for or otherwise provide such coverage for State or any of its agents or employees. State shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The State is self-insured through Risk Management.

(d) COMPLIANCE WITH LAW.

Each Party 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.

(e) CHOICE OF LAW, JURISDICTION, AND VENUE.

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.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

(f) PROHIBITED TERMS.

Any term included in this Agreement that requires a Party to indemnify or hold another Party harmless; requires a Party to agree to binding arbitration; limits a Party'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 §24-106-109 C.R.S. Any term included in this Agreement that limits a Party's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

(g) SOFTWARE PIRACY PROHIBITION.

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. County hereby certifies and warrants that, during the term of this Agreement and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at law or in 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.

(h) EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver 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. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

(i) VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Gunnison
_____ **COUNTY, COLORADO:**

Board of County Commissioners:

By:_____
Chair, Authorized Officer

County Clerk:

By: _____
County Clerk

County Sheriff:

Signed by:
Adam Hurdle
FE3E33670D6541B...
11/13/2024 | 11:15:49 AM MST

By:_____
Sheriff

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By:_____
Michael C. Morgan
DFPC Director

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION

EXHIBIT A. Summary of Eligible Costs on State Responsibility Fires

I. PURPOSE

The purpose of this Exhibit is to establish the eligibility of reimbursable costs for the County and DFPC on State Responsibility Fires (SRF).

II. ELEVATION OF A COUNTY RESPONSIBILITY FIRE TO A STATE RESPONSIBILITY FIRE

A. **Procedure for Obtaining (SRF) Assistance.** To obtain SRF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that State funds (may be Emergency Fire Funds (EFF), Disaster Emergency Funds (DEF), or other funding sources) are available, the County shall be eligible for SRF assistance when the DFPC Analysis threshold for SRF assistance has been met and the parties have entered into an Assumption of Fire Control Duty Agreement. Any disagreements between the parties regarding eligibility for SRF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.

III. ELIGIBILITY OF COSTS

The provisions of this subsection shall control the eligibility of costs for reimbursement from the DFPC during an SRF. Reimbursement or payment shall be limited to eligible costs incurred in containing and controlling a wildfire that is determined to be eligible for State Responsibility and are incurred during the designated State Responsibility Period. The designated State Responsibility Period is defined as the time after the State assumes fire control and financial responsibility for the fire from the County until DFPC returns full fire control and financial responsibility for the fire back to the County. During this Period, the DFPC will reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on SRF incidents within their jurisdiction.

For purposes of this Exhibit, "Host County" is defined as the County or Counties in which the SRF incident is occurring, and "County" includes the Sheriff.

A. Costs eligible for reimbursement or payment unless contrary to local agreements ("Eligible Costs")

- DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines.
- Host County permanent employees overtime pay including benefits.

Docusign Envelope ID: DFA3D0E9-54E8-42A3-ABE8-B7A2E10BAB96

- Host County temporary/seasonal employee regular and overtime pay including benefits.
- Host County equipment use and fuel.
- Host County owned or contracted and managed aircraft use and fuel.
- State of Colorado permanent employee project and overtime pay including benefits.
- State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- State of Colorado permanent and temporary/seasonal employee travel expenses.
- State of Colorado equipment use and fuel.
- State of Colorado owned or contracted and managed aircraft use and fuel.
- Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort, as supported by appropriate incident documentation.

B. Costs NOT eligible for reimbursement or payment

- Host County permanent employee regular/base salaries and benefits.
- Host County equipment repair and replacement due to normal wear and tear.
- Host County owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- State of Colorado permanent employee regular/base salaries and benefits.
- State of Colorado equipment repair and replacement due to normal wear and tear.
- State of Colorado owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- Costs covered by insurance.
- Host County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated State Responsibility Period.

C. Costs that the Division Director may determine to be reimbursable or payable as Eligible Costs on a case-by-case basis

- Damages to fire equipment resulting from a declared fire.
- Other costs not outlined in this Exhibit.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Updating Gunnison County Financial, Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Updating Financial, Procurement, Grant and Travel Policies.

Fiscal Impact:

Submitted by: Ana Canada **Submitter's Email Address:** acanada@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 2/6/2025

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 2/6/25

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 2/6/2025 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/7/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 2/18/2025

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2025-___

A RESOLUTION UPDATING GUNNISON COUNTY FINANCIAL, PROCUREMENT, TRAVEL, AND GRANT POLICIES

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

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

WHEREAS Gunnison County previously adopted Gunnison County Financial # 1.2.1.3, Procurement # 1.2.10, and Travel Policies # 4.3.6 via Resolution 2024-33; and

WHEREAS Gunnison County previously adopted Grant Policy # 1.2.1.3.2 via Resolution 2023-5; and

WHEREAS, Gunnison County's current Financial Policies (1.2.1.3), Procurement Policy (1.2.10), Grant Policy (1.2.1.3.2), and Travel Policy (4.3.6) have undergone review by the Finance Department; and

WHEREAS, Gunnison County's current Financial Policies (1.2.1.3), Procurement Policy (1.2.10), Grant Policy (1.2.1.3.2), and Travel Policy (4.3.6) required changes to more clearly document policy best practices already followed by Gunnison County personnel and more specifically address requirements of certain state funding agencies; and

WHEREAS, the attached Financial Policies (1.2.1.3), Procurement Policy (1.2.10), Grant Policy (1.2.1.3.2), and Travel Policy (4.3.6) (Exhibit A) were updated to document Gunnison County's current practices related to financial operations, procurement procedures, grant, and travel policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Financial Policies (1.2.1.3), Procurement Policy (1.2.10), Grant Policy (1.2.1.3.2), and Travel Policy (4.3.6) (Exhibit A) are adopted;

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Laura Puckett Daniels, Chairperson

_____
Elizabeth Smith, Commissioner

_____
Jonathan Houck, Commissioner

Attest:

_____
Deputy County Clerk

EXHIBIT A

Policy Name:	Gunnison County Financial Policies			**Policy Number:**	1.2.1.3
Approval Authority:	Gunnison County Board of County Commissioners			**Adoption Document**	Resolution #2019-1
Date of Initial Adoption:	1/8/2019	**Effective Date:**	1/1/2019	**Policy Custodian:**	Finance Department
Last Review / Revision Date:	2/18/2025	**Review Frequency:**	Every one (1) year.	**Next Review Due:**	2/18/2026

PURPOSE

The purpose of Gunnison County's financial policies is to serve as a foundation for long- and short-range planning, facilitate decision making, and provide direction to staff for handling the County's day-to-day financial business. These policies also serve as a blueprint to achieve the fiscal stability necessary to carry out the County's mission, vision and values. Because of the broad and diverse nature of the County's offices and departments it is critical to have written, clearly defined, financial policies which minimize the risk of developing conflicting or inconsistent goals and objectives causing negative impacts on the overall financial position of Gunnison County.

Each annual Gunnison County budget is developed using the Managing for Results (MFR) performance management initiative, which links resources to results and aligns with the Board of County Commissioners' Strategic Plan. Each budget is a crucial element of the MFR process.

SCOPE

This policy applies to the entire Gunnison County organization, including all departments and offices.

DEFINITIONS

- Balanced Budget. The recommended budget presented annually to the Board of County Commissioners shall be balanced by fund. According to C.R.S. 29-1-103 no budget adopted shall provide for expenditures in excess of available revenues and beginning fund balances.

POLICY STATEMENTS

Auditing and Financial Reporting

- An independent audit will be performed annually in accordance with State law (C.R.S.29-1-603).
- The County's ERP system shall be maintained in conformance with Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB) and with the goal of obtaining an unqualified opinion from the independent auditor.
- The County will produce its General Purpose Financial Statements (GPFS) in conformance with GAAP.
- The County must create an RFP for independent auditor bids every five years, beginning with the 2025 audit.

Fund Accounting

Pursuant to GASB 34 the principal role of funds in the new financial reporting model is to demonstrate

fiscal accountability. While there are no limits to the number of individual funds a government elects to use, a basic principle of governmental accounting recommends that the entity use the smallest number of individual funds possible, consistent with its particular circumstances. Gunnison County has 25 funds, which are broken out into three classifications: Governmental, Proprietary and Fiduciary Funds.

The general ledger is organized on the basis of these funds and the fund's classification and maintained in conformance with GAAP. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that consist of assets, liabilities, fund equity, revenues and expenditures. The fund structure in the audited financial statements is different from the budgetary fund structure since the County does not budget for Agency Funds or Asset and Liability accounts. Therefore, these are not included in the budget document.

Governmental Funds:

General Fund

01 General Fund

Special Revenue Funds

02 Road & Bridge Fund
03 Human Services Fund
04 Public Health Fund
07 Conservation Trust Fund
12 Sales Tax Fund
13 Land Preservation Fund
30 Mosquito Control Fund
32 Sage Grouse Trust Fund
34 Risk Management
70 Housing Authority
91 Gunnison River Valley Local Marketing District
92 Gunnison Valley Transportation Authority

Capital Funds

41 Airport Construction Fund
43 Capital Expenditures Fund

Proprietary Funds:

Enterprise Funds

10 Airport Operations Fund
50 Sewer District Fund
51 Water District Fund
52 Solid Waste Fund
71 Senior Housing Fund

Internal Services Funds

80 Internal Service Fund I (County Shops/Equipment)
82 Internal Service Fund II (Information Technology/Mapping)
90 Internal Service Fund III (Unemployment/Insurance)

Fiduciary Funds:

County Treasurer Agency Fund
Public Trustee Agency Fund

Basis of Budgeting and Accounting

The basis of accounting for governmental funds is modified accrual. The basis of accounting for proprietary funds is full accrual, and the basis of budgeting proprietary funds is full accrual. Revenues are recognized in the accounting period in which they become "available and measurable." Expenses are

recognized when incurred.

The County budgets on a calendar year, January 1- December 31 for all funds. Any increase to the adopted budget requires that a supplemental budget and appropriation be approved by the Board of County Commissioners at a public hearing, with prior published notice of the proposed change (C.R.S. 29-1-109). Expenditures must not exceed appropriations approved by the Commissioners (C.R.S. 29-1-110). The appropriations are established by classification and function.

According to the Colorado State Statute (C.R.S. 30-25-202), moneys credited to Capital Funds shall not revert or be transferred to any other fund. Likewise, no transfers are allowed from the General Fund into the Road & Bridge Fund per State Law (C.R.S. 30-25-106).

Fund Balances

- Each fund should maintain a fund balance at a level that will provide for a positive cash balance throughout the fiscal year, which will reduce the likelihood of having to enter into short-term debt to pay for current operating expenditures.
- Adequate fund balances will be maintained so major unplanned occurrences will not jeopardize the financial position of the County.
- In order to meet emergency obligations, avoid interruptions in cash flow, generate interest income, and maintain a sound bond rating, the County shall maintain a Committed fund balance in its General Fund of 25% of operational expenditures (which is defined as the total budget less capital outlay and transfers to other funds). GFOA recommended practice is at a minimum no less than five to fifteen percent of regular General Fund operating revenues, or no less than one to two months of regular General Fund operating expenditures. Because of the conservative approach to maintaining sufficient resources, Gunnison County requires an unassigned fund balance in the General Fund in excess of these recommended minimums.
- Fund balance may be used as appropriate (and approved by the Board of County Commissioners) under sound management practices when current revenues are not adequate to cover current expenditures.
- Gunnison County will maintain an emergency reserve in an amount equal to at least three percent of fiscal year spending in accordance with the provisions of Article X, Section 20 of the State Constitution (TABOR Amendment).

Revenues

- The County should strive to maintain a diversified and stable revenue base; to the extent it has the legal authority to do so.
- All revenue projections should be realistically calculated and budgeted.
- Funding through grants is encouraged as a means of financing a project or one-time expenditures. Programming may be cancelled if grants are not sustained.

Fees and User Charges

- The County will set its fees and user charges to recover, at a minimum, the variable costs of services in order to reduce reliance on property and other taxes.
- The County should charge fees and user charges when it is allowable, when a limited and specific group of beneficiaries can be identified or when it is feasible to charge beneficiaries for services rendered. To the extent possible, fee levels should be set to recover the full costs of the services provided, unless it is deemed necessary or desirable to subsidize the service.
- The capital and operating budgets of enterprise funds (i.e., Solid Waste Fund), shall not be subsidized by the General Fund and shall be supported wholly by fees and charges generated by the enterprise.
- As part of the budget process, the County shall annually review the fees and user charges. All changes to the schedule of fees and charges must be approved by the Board of County Commissioners.

Operating Expenditures

- The County will pay all current expenditures with current revenue.

- In accordance with Colorado State Law, Gunnison County will adopt a balanced budget for each fund.
- The County will maintain a budgetary control system to ensure adherence to the budget and will make timely reports available to management which compare actual revenues and expenditures to budgeted amounts.
- The County will encourage the use of technology and capital investment programs that are cost effective and will manage the growth of operating costs.
- Supplemental requests for funding will be submitted to the Board of County Commissioners (BOCC) on an as needed basis, no less than annually.
- Services that directly contribute to the BOCC Strategic Plan for the County will receive the highest priority for funding.
- A plan should be maintained and funded which provides for the orderly replacement of equipment.

Debt

Debt is an important tool for financing capital facilities.

- The issuance of debt is in accordance with Colorado State Laws.
- Debt will not be used to finance current operating expenses. Debt should only be used for the construction of capital facilities or the purchase of capital assets.

Capital Improvement Program (CIP)

- The County will plan for its capital needs at least five years into the future to address needs and to earmark revenues.
- A five-year CIP shall be prepared and updated annually. Elected official offices and departments shall request items meeting the definition of capital assets through the annual capital budget process.
- Year 1 of the five-year CIP will be fully funded in the same year's budget that the five-year CIP was adopted, if it cannot be funded the project will be moved to Year 2.
- The County will strive to fund capital improvements on a pay-as-you-go basis to enhance its financial condition and bond rating.
- An asset is classified as a fixed asset if the cost is greater than $10,000 and its useful life is greater than one year.

Compensation

One of the largest expenditure items is salaries and benefits for Gunnison County employees. The County recognizes its employees as its greatest asset and takes pride in its ability to deliver a total compensation package that includes cash compensation, health insurance and retirement benefits, and other employee benefits that provide employees with security and opportunity.

Gunnison County is committed to compensating its employees fairly, within economically feasible parameters, while considering the competitive job market, internal equity and individual performance.

- Salary range structures should be evaluated periodically to determine the relative competitiveness of the pay structure to the job market.
- The midpoint of the salary range is the market value against which the County will assess its pay plan relative to the job market.
- Staffing levels will be identified in the approved budget document and shall not exceed the authorized level.
- Savings in an adopted budget that result from vacant positions are not to be used as justification for Elected Officials or Department Heads to increase expenses for operational or capital expenditure purposes unless approved by the County Manager in advance.
- Gunnison County does not have a defined benefit plan for retirees.

Internal Controls

Gunnison County management is responsible for establishing and maintaining an internal control structure. Internal controls are defined as the organization and methods used to: 1) safeguard assets from loss by fraud or by unintentional errors; 2) assure the reliability of the accounting data which management

may use in making decisions; and 3) promote operational efficiency and encourage adherence to adopted policies. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. We believe the County's internal control structure adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

- The County will utilize an ERP software system in tandem with a Budgeting and reporting system to maintain its financial accounting and reporting. Payroll and HR functions take place in the payroll system. All records and reporting will be in accordance with GASB and GAAP. The County will maintain an accounting system which provides internal budgetary and accounting controls designed to provide reasonable assurance regarding both the safeguarding of assets against the loss from unauthorized use or disposition and the reliability of financial information used in the preparation of financial statements and reports.
- An independent certified public accounting firm will perform an annual audit and will publicly issue a financial opinion and a statement on internal controls. A management letter will be part of this report.
- The County will maintain, and update procedures designed for position control, as it relates to authorized positions, hours budgeted and worked, and filling vacancies. All positions dependent on grant funding will require the employee to verify their understanding that if grant funding decreases or ends, their compensation will also decrease or end.
- The County Finance Office will maintain a fixed assets inventory for assets greater than $10,000. Capitalization thresholds will not be applied to groups of similar items if they individually do not meet the capitalization criteria unless deemed as material for financial statement reporting.
- The County Departments will maintain an inventory of items that require special attention to ensure legal compliance. Legal or contractual provisions may require a higher than ordinary level of accountability over certain items (i.e., items acquired through grant contracts).
- The County Departments will maintain an inventory of theft sensitive items (i.e., computers, laptops, monitors).
- The County Departments will maintain an inventory of items that require special attention to protect public safety and avoid potential liability (i.e., Sheriff's or Airport firearms).
- The Finance Department, Internal Service Fund II (Information Technology/Mapping), and the Treasury's Office will coordinate internal control efforts to safeguard assets against electronic theft.
- Internal control procedures will be formally documented and reviewed annually with this Finance Policy. ***Appendix 1*** of this policy document includes Documented Internal Control Procedures followed to ensure the objectives listed here.

Amending the Budget

A budget amendment will increase or decrease budget appropriations adopted by the BOCC. Budget appropriations may be adjusted due to the following:

- Appropriation Transfers - the transfer of appropriated budget from one or more spending agencies in a fund to one or more spending agencies in another fund or between spending agencies within a fund (C.R.S. 29-1-109 1a).
    - Used when a unit is identified as having insufficient budget dollars while at the same time another appropriation unit is identified as having an excess budget.
- Supplemental Appropriations - if, during the fiscal year, unanticipated revenues that were not assured at the time of the adoption of the budget from any source other than the local government property tax mill levy are received or if the beginning fund balance is in excess of the budgeted fund balance, the result is additional available revenues 29-1-109 1b).
    - Used when a policy, law, statute, or court ruling becomes effective which mandates expenditures that were not anticipated or budgeted.
    - Used when an expenditure item is essential to the operation of a county office or department that was neither anticipated nor budgeted.
    - Used when revenue is received and designated for a particular purpose that was neither

anticipated nor budgeted.

- Budgetary Decreases - if revenues are lower than anticipated in the adopted budget (C.R.S. 29-1-109 1c).
    - Used when the projected revenue shortfall is large enough that it would cause a shortfall for a fund or for a program dependent upon it.

Review Timeline

These policies will be evaluated annually and updated periodically, no less than once every five years.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- Article X, Section 20 of the Colorado Constitution (TABOR Amendment)
- C.R.S. 29-1-109 & C.R.S. 29-1-109(1)(a-c)
- C.R.S. 29-1-110
- C.R.S. 29-1-506
- C.R.S. 29-1-603
- C.R.S. 30-25-106
- C.R.S. 30-25-202
- Generally Accepted Accounting Principles (GAAP)

EXHIBIT A
Appendix 1

Gunnison County Finance Department Procedures for Maintaining Effective Internal Controls

PAYMENTS USING Gunnison County FUNDS **(Including** Warrants **and EFTs)**

1. All payments made must be requested using the Finance Department Approved Payment Voucher Form.
2. All vouchers must undergo accounting review.
3. All purchasing and use of Gunnison County funds must adhere to Gunnison County Financial Policy 1.2.1.3, Gunnison County Procurement Policy 1.2.10, and Gunnison County Grant Policy 1.2.1.3.2.
4. The vendors invoice must be submitted to Finance AP Accountant (FAPA) with the *Current* Finance Department Approved Payment Voucher Form (voucher) with the following information clearly identified:
    - Budget year
    - Invoice/Effective Date (date items received/work completed)
    - Vendor Name & Address
    - Vendor Code
    - Account Number, if applicable
    - Invoice Date
    - Invoice Number
    - Description
    - Amount
    - Signature of Director/Authorized Department Approver
    - Date of signature
    - W9 for new vendors
    - Department Head or authorized designee signature/initials with date signed

5. All vouchers must be approved by an authorized departmental signer. The authorized signature must be on file with the Finance Department and be renewed each year. By signing the voucher, the signer confirms that the expense is within the approved budgetary authority (as outlined in Colorado Revised Statutes Title 29, Article 1) and complies with Gunnison County policies.
6. Vouchers from Human Services (must be submitted using *yellow* vouchers) are reviewed by the Senior Operations Accountant (SOA) to confirm their designation as non-agenda items, as these typically contain sensitive information. The SOA initials vouchers before forwarding them to the FAPA.
7. Vouchers coded to Grant Codes (Gxxxx) are reviewed by the Finance Grant Accountant (FGA) to verify proper coding and adherence to grant budgets and other grant requirements. The FGA initials vouchers before forwarding to the FAPA.
8. Vouchers are forwarded to the FAPA for verification of proper coding and verification of the presence of the above information and approvals.
9. The FAPA maintains current vendor files and updates vendor information as needed. Vendor Files that are updated or created require approval from the Finance Director or Designee before changes become effective.
10. The FAPA groups vouchers for weekly check/EFT (electronic fund transfer) batches. All Vouchers received before 5pm on Wednesdays will be processed and paid each Friday.
11. The Finance Director or Designee reviews all vouchers for department authorization and coding and approves each individual voucher by initialing the voucher.
12. Once a full weekly batch is ready for EFT release or check printing, the Finance Director or Designee approves the batch for payment within the ERP software. When all voucher batches

are approved for payment, the Finance Director or Designee then provides a second approval within the ERP software for check printing or EFT release.

13. A signature token (contained in a USB memory stick) is required for the printing of checks. The signature token is kept in a locked location by the Finance Director.
14. The FAPA prints checks/uploads EFT files and creates a Positive Pay file for uploading to the bank.
15. The Finance Director or Designee then uploads and approves the Positive Pay file and approves EFT's in the bank online interface. Approving EFT's and uploading Positive Pay files requires the possession of a bank token. Bank tokens for approving EFT's and Positive Pay files are possessed by the Treasurer, Finance Director, and SOA. (Note: All EFTs are sent via ACH and not wire transfer).
16. All vouchers and invoices are maintained in both physical and electronic scanned form to enable quick and convenient review later.
17. The AP Bank Account is reconciled each month by the Finance Designee and reviewed by the Finance Director. The reconciliation compares the ERP software General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement's monthly activity.

REQUESTING AND RECEIVING FUNDS (including billing and reimbursement settlements)

General Business

1. All Funds received in relation to Gunnison County Grants must adhere to the Gunnison County Grant Policy 1.2.1.3.2.
2. Checks or funds are received in person or via USPS by the Finance AR Accountant (FARA).
3. Any cash received is verified by at least one other employee in addition to the FARA.
4. The FARA records all receipts in a physical receipt book located at the Finance Office Window.
5. The FARA posts Customer receipts to the ROA (Receipt on Account) module in the ERP software.
6. The FARA prepares deposits which are then given to the Treasury Department where amounts are again verified and then deposited to the County Operating Bank Account.
7. The Treasurer provides the Finance Department with a monthly Cash Receipts Journal which includes all funds received by the Treasurer, including funds receipted directly to the Treasurer without passing through the Finance Office.
8. The County Operating Bank Account is reconciled each month by the Finance Designee and reviewed by the Finance Director. The reconciliation compares the ERP software General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement Activity and Balance.

CFMS Settlements for Gunnison and Hinsdale Counties

CFMS State Settlements are prepared and submitted by the SOA.

Non-Payroll Expenditures

1. The SOA compiles monthly non-payroll transactions related to Human Services and programs processed through CFMS (County Financial Management System). This includes:
   - Yellow vouchers for Human Services Department (typically include confidential information).
   - P-card transactions for Human Services employees.
   - Cellphone reimbursements for Human Services Employees.
   - Motor pool charges.
   - Journal entries (e.g., rent, computer system charges, mapping system charges, equipment rental, internet).
   - Attorney fees are billed on a quarterly basis according to the actual hours worked on specific human services programs. The County Attorney Office provides quarterly billing statements to the SOA.
2. Review Expenditures
   - The SOA reviews expenditure coding, expenditure amounts and payees with corresponding receipts.

- The SOA assesses the reasonableness of each expenditure based on context and allowability rules.
- The SOA assures that department head or signer has authorized the expenditure.
- The SOA reviews any related contracts to verify that expenditures fall within the scope of the contract. (all contracts go through legal and finance review before they are brought to the County Manager or BOCC for approval).
- The SOA compiles the above for inclusion in the monthly settlement and reconciliation process below.

Payroll Expenditures

1. The HR and Payroll Administrator (HRPA) generates the payroll general ledger report in the Payroll System.
   - Managers review employees' timesheets to ensure accuracy and appropriate billing to each program.
   - The SOA randomly selects and reviews a sample of employees, comparing the details from their timesheets to the general ledger report to verify accuracy.
   - The SOA makes manual entries for programs that only permit FICA tax to be reimbursed/charged, excluding other benefits. The remaining benefits are allocated to the programs where the employee worked during the period.
2. The SOA records Journal Entries in CFMS
   - For both Gunnison County and Hinsdale County, the SOA enters the reviewed journal entries in CFMS.
   - The SOA ensures that all non-payroll and payroll-related entries are properly coded and aligned with CFMS standards.

Monthly Settlement and Reconciliation

1. After the CFMS journal entries are processed, the State generates the monthly settlement, pays it via EFT, and sends a settlement report to the SOA.
2. The SOA reconciles the monthly State Settlement to the ERP software general ledger.
3. The SOA ensures that all programs that were settled are accurately reflected in the ERP software general ledger and align with CFMS submissions.

PAYROLL: TIME AND EFFORT REPORTS (TIME SHEETS)

Time and effort reports (time sheets) are required for all personnel regardless of the funding stream.

For employees working on multiple activities or cost objectives:

1. Must be an after-the-fact determination of the employee's actual effort. Salaries and wages charged to all awards must be based on records that accurately reflect the work performed.
2. Must account for total activity for which employees are compensated, and which is required in fulfillment of their obligations to the organization. For example, if the employee spends 60% of their time on project A, 20% on Project B and 20% Project C; time and effort for all three areas must be included in the report.
   a. 100% is generally expected to reflect 40 hours for one (1) full time equivalent (FTE)
   b. The cost of the employee and associated fringe benefits and taxes must be allocated proportional to the hours paid. Any leave time or time off (vacation, sick, comp time used, holiday) must be allocated proportional to the hours worked.
3. Must be signed by the employee and a supervisor with firsthand knowledge of the activities performed by the employee. The signature on the time sheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
4. Must be prepared monthly to correspond to one pay period.
5. Must be submitted to the HRPA by the date requested by the HRPA each month.

6. Volunteer time and personnel costs being used as a match must be accounted for in the same manner as personnel being charged to the grant.
7. Applies to full-time and part-time employees.

Departments are encouraged to engage in the following best practices

- **Employees record time daily.**
- **Project codes/names are provided to the employee in advance and employees and supervisors should be familiar with the codes for the projects upon which they work.**

PAYROLL: PROCESSING AND DIRECT DEPOSIT

1. The HRPA receives physical and electronic time records for entry into the payroll system.
2. All New Employees or changes to Employee information are submitted via document management system. All new or discharged employees and/or employee changes must be approved by the department head, HR Director and Finance Director before changes can be made to employee files in the payroll system. (the one exception here is changes made directly by an employee with record to direct deposit or benefits information).
3. The HRPA runs the monthly payroll in the payroll system in time for Direct Deposit of Payroll on the last business day of each month.
4. The HRPA notifies the Treasurer of the total funds required to settle Direct Deposit Payroll checks and other payroll liabilities when the payroll is submitted.
5. Direct Deposit Payroll checks, and other payroll liabilities are drawn on a separate Payroll Clearing Bank Account. A $6,000 regular balance is maintained in this account. Only required funds are transferred to the account after each payroll run.
6. The Payroll Clearing Bank Account is reconciled each month by the Finance Designee and reviewed by the Finance Director. The reconciliation compares the ERP software General Ledger Balance, the Treasurer General Ledger Balance, and the Bank Statement's monthly activity.
7. Quarterly and annual payroll reporting is generated within the payroll system. The reports are compiled and stored by the HRPA.
8. Following each monthly payroll, a General Ledger report is generated in the payroll system and uploaded to the ERP software to facilitate accurate expenditure and liability tracking across departments, grants and programs.

PETTY CASH

1. The FARA maintains the Finance Petty Cash Fund.
2. Individual departments maintain their own Petty Cash Funds and request replenishment on their own schedules following individual department policies.
3. The FARA monitors the Finance Petty Cash Fund and requests replenishment from time to time or when the fund is depleted below $100.
4. The replenishment is conducted via the voucher procedure above, using the receipts within the box as invoices being vouchered.
5. Both the FARA and the FAPA prepare the replenishment voucher together.

Policy Name:	Gunnison County Procurement Policy			**Policy Number:**	1.2.10
Approval Authority:	Gunnison County Board of County Commissioners			**Adoption Document**	Resolution #2020-6
Date of Initial Adoption:	2/18/2020	**Effective Date:**	2/18/2020	**Policy Custodian:**	Finance & Human Resources Department
Last Review / Revision Date:	2/18/2025	**Review Frequency:**	Every one (1) year.	**Next Review Due:**	2/18/2026

PURPOSE

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

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

SCOPE

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

DEFINITIONS

- **Award** is the acceptance of a quote or proposal by the execution of a written agreement.
- **Bidder** is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.
- **BOCC** is the Gunnison County Board of County Commissioners.
- **Brand Name or Equal Specification** is a bid specification that identifies a particular manufacturer's product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allow vendors to submit equivalent products.
- **Brand Name Specifications** means a bid specification limited to a particular manufacturer's brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. In certain instances, County efforts to gain efficiencies through standardizing on certain brand of products may justify the use of a brand name specification in a bid solicitation.
- **The contract** includes contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and any other contract executed by

Gunnison County or Procurement Card (P-Card) transaction in which County funds are used to acquire goods or services.

- **Contractor** is any person or company having a contract with Gunnison County.
- **The County Manager** is the person serving in the position of County Manager, except that the County Manager may delegate authority for specific purchases to another employee.
- **Direct or Indirect Participation** is the involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- **Financial Interest** is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business. Employees who may serve as a voting member on a non-profit board or commission that receives funding from Gunnison County must recuse themselves from any monetary decisions involving the County.
- **Gratuity** is a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
- **Immediate Family** is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in- law and step relationships.
- **Invitation for Bid (IFB)** is the process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.
- **Personally Identifiable Information (PII)** is any information that can be used to identify a person, either directly or indirectly. PII can be maintained in a variety of media, including paper and electronic formats.
- **Procurement** is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County. Though the terms "Procurement" and "Purchasing" are often used interchangeably, "Purchasing" is only one phase of the procurement cycle. Procurement consists of:
    - Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
    - Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
    - Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.
- **Procurement Process** is a series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.
- **Request for Information (RFI)** is a written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the County for the purpose of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.
- **Request for Proposal (RFP)** is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Gunnison County based on the contractor's interpretation of the RFP specifications and statement of work. The terms of the proposals upon submission are open to negotiation.
- **Request for Qualifications (RFQ)** is the formal process for the County to solicit statements of qualifications of potential service providers allowing potential service

providers an opportunity to make representations concerning services they render; without any obligation on the part of the County to purchase such services.

- **Scope of Work (SOW)** describes the specific service requirements and expectations applicable to a contractor concerning goods and/or services being procured by the County. The SOW identifies the responsibilities of both the County and the Contractor.
- **Services** are the furnishing of labor, time, materials, tools and/or equipment by a contractor which involves the delivery of a specific end result related to the performance criteria in the contract.
- **Specification** is any description of physical or functional characteristics or description of the unique nature of a product or service.
- **Surplus Property** is any County-owned property that is no longer functional (and is beyond repair), has been utilized for a period equal to its useful life, and/or is no longer of any use to any County department.

POLICY STATEMENTS

General

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

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

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

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

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

Ethical Standards

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

A Gunnison County official or employee shall not:

- Disclose or use confidential information acquired during his or her official duties to further substantially his or her personal financial interests; or
- Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. §24-18-104, including, without limitation, any gift with a value in excess of the amount of $75.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.

A Gunnison County official or employee should not, within six months following the termination of his or her office or employment with Gunnison County, obtain employment in which he or she will take direct financial advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested cases in the consideration of which he or she was an active participant.

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

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

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

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

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

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

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

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

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

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

Remedies and Consequences of Breach
The value of anything transferred or received in a breach of ethical standards will be

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

Authority

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

Expenditure Approval and Source Selection Requirements

The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to $10,000[1]	Department Director	No competitive IFB, RFI, RFP and/or RFQ are required.
$10,001 to $60,000[1]	Department Director	No competitive IFB, RFI, RFP and/or RFQ are required, but a minimum of three (3) informal bids are recommended.
$60,001 - $141,000[2]	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.
Greater than $141,000[2]	BOCC	Formal, advertised bid (IFB or RFP).

1. Department Director purchasing/selection authority does not give them contracting/signatory authority. All normal contracting processes must be followed.
2. Policy 1.2.1.2 outlines the County Manager's contract-execution authority, which includes an automatic annual CPI adjustment. Therefore, the authority granted in Policy 1.2.1.2 will prevail in any conflict between the above maximum expenditure amount shown for the County Manager and the corresponding threshold for requiring BOCC approval.

Additional Table Notes:

- *County staff will exercise due diligence to ensure competitive pricing for all purchases and seek to avoid the acquisition of unnecessary or duplicative items.*
- *All thresholds above are per total transaction cost not per item.*
- *Adequate current year budget appropriation required for all purchases.*
- *Expenditures involving County facilities including leases, rentals, maintenance, furniture, or vehicles must be coordinated with Facilities and/or, Fleet.*
- *Expenditures involving computer or phone equipment, hardware, software, peripherals, subscriptions, or professional services must be coordinated with the IT Department.*
- *Expenditures involving insurance claim purchases or services must be coordinated with Finance, County Attorney and Facilities or Fleet Managers.*

- *Expenditures involving legal purchases or services require approval from the County Attorney.*
- *In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected.*

Documented Competitive Bids or Competitive Source Selection
In competitive bidding, the following may be required, as applicable:

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

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

Acquisition of unnecessary or duplicative items
All personnel approving vouchers for payment must endeavor to review that no vouchers for duplicative or unnecessary items are approved. The Finance AP Accountant (FAPA) will consider whether any submitted vouchers are for duplicative or unnecessary items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Invitation for Bid (IFB) Requirements
The department responsible will prepare and publish an IFB solicitation package that shall, at minimum, include:

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

and any drawings.

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

Request for Proposal (RFP) Requirements
The department responsible will prepare and publish an RFP solicitation package that shall, at minimum, include:

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

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

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

Request for Qualification (RFQ) Requirements
The department responsible will prepare and publish an RFQ solicitation package that shall, at minimum, include:

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

Verification of SAM status
All bids involving Federal Funds must include verification of SAM status before an award can be made.

Gunnison County is committed to ensuring the proper management and monitoring of subrecipient sponsored awards in accordance with federal Uniform Guidance (2 CFR Part 200). Staff will follow SAM (System for Award Management) 2 CFR 180 to ensure staff does not exclude vendors in accordance with the OMB guidelines.

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

publications or locations is optional.

Exceptions to Competitive Selection Requirements
The following are exempt from competitive source selection:

- Notwithstanding any other provisions of this Gunnison County Procurement Policy, the County Manager may make, or authorize others to make, emergency procurements of goods or services up to the expenditure limit outlined in Policy #1.2.4.3.1 (Resolution 2024-20), currently $350,000, when there exists a threat to public health, welfare or safety, and/or the expenditure limit outlined in Policy #1.2.1.2, currently $141,000, when there exists an urgent need to support the County's delivery of essential services and limit interruption of operations, and:
    - The emergency procurement is made with as much competition as is practical under the circumstances;
    - Sufficient budgeted and appropriated funds are available; and
    - The emergency purchase is placed at the next regularly scheduled BOCC meeting for ratification.
- Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
- Governmental agency agreements that facilitate payments (or reimbursements) between Gunnison County and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether Gunnison County receives goods, services, or other values there under*. (i.e., emergency search & rescues, cities, counties, public education institutions, etc.).*
- Mileage and personal reimbursements to County officials or employees or individuals for expenses paid out-of-pocket as stated in the Gunnison County Travel Policy.
- Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
- Education and training fees paid for training of Gunnison County officials or employees.
- Expert witness and transcript services for the County Attorney or Sheriff.
- Licensed professionals such as attorneys, specialty engineers, surveyors and medical professionals.
- Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
- Goods or services that are available via a prior awarded bid to a governmental entity in the State of Colorado.
- Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

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

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

Cost Plus Contracts and Federal Funds
No Cost-Plus Contracts should be approved for the use of Federal Funds. If such contracts are the most efficient means for completing the required task, special approval must be given after legal review and inclusion of specific Federal Funds language in relation to cost plus type contracts.

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

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

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

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

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

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

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

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

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

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

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

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

Personally Identifiable Information (PII)
All contractors and vendors completing work for the County must have in place protections surrounding PII. Any loss of PII must be reported to the County by the contractor or vendor immediately.

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

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

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

All change orders require the County Manager's approval.

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

Authority to Settle Bid Protests and Contract Claims
The Gunnison County Manager is authorized to settle any protest regarding the solicitation or award of a Gunnison County supply contract, or any claim arising out of the performance of a Gunnison County supply contract.

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

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

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

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

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

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

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

Policy Name:	Gunnison County Grant Policy			**Policy Number:**	1.2.1.3.2
Approval Authority:	Gunnison County Board of County Commissioners			**Adoption Document**	Resolution #2023-5
Date of Initial Adoption:	2/21/2023	**Effective Date:**	1/1/2023	**Policy Custodian:**	Finance Department
Last Review / Revision Date:	2/18/2025	**Review Frequency:**	Every five (5) years.	**Next Review Due:**	2/18/2030

PURPOSE

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

SCOPE

This policy applies to all County departments.

DEFINITIONS

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

GUIDELINES

- Grants will follow the requirements of the grant contract.
- The accounting system will capture revenues and expenditures, including supporting documentation, for each individual grant via the general ledger and/or project accounting system.
- Grants will be reconciled and reviewed monthly, to ensure revenues and expenditures are appropriately coded.
- Only allowable costs will be allocated to a grant.
- Grants identified and sufficiently quantifiable but for which a grant award letter has not yet been received can be included in department budgets during the regular annual budgeting cycle.
- Grants applications submitted after the annual budget is approved will only be budgeted when the grant award letter has been received. These mid-year grants received following budget adoption will require submission of a budget amendment to be approved by the Finance Director and County Manager and then submitted to the Board of County Commissioners with all other annual amendments at the close of the year.
- Recipient departments are responsible for all aspects of the grant process including:
  - Planning for grant acquisition
  - Preparation and submission of grant proposals
  - Preparing requests to accept funds
  - Developing grant implementation plans
  - Managing grant programs



- Managing and adhering to grant reporting deadlines
- Working with Finance to meet all reporting requirements
- Closing out grant projects and making final reports

- During the grant period of any grant received, the Finance Department and/or Auditors may review the files associated with the grant and the project or program it funds.

PROCEDURES

Applications

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

Acceptance/Contracting Authority

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

Receipt of funds

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

Reporting of Grant

- The recipient departments shall prepare all reports required by the grantor.
- The finance department shall ensure the collection of required financial information related to grant reporting and coordinate with recipient departments to assist with timely reporting to grantors.
- File Management
- Recipient departments shall maintain files, in a centralized electronic location of the County, grant-related documents, including separate sections for:
- Copy of grant application
- Statistical or other information supporting request for grant
- Copy of award letter
- Reports to grantor

- Copy of payment requests
- Copy of closing documents

Record Retention

- Grant records will be maintained for seven years after the end of the fiscal year, that includes the date of the grant.
- Federal grants are required three (3) years after the close-out by the Federal agency (2 CFR § 200).
- If any litigation, claim, negotiation, audit or other action involving records has been initiated before the expiration of the seven-year period, or if the County has received a request to preserve records related to actual or potential litigation or criminal investigation, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.
- Grantors may require retention periods in excess of seven years.

Subrecipient Monitoring

As per the Uniform Guidance 2 CFR § 200, this guidance requires grantees to monitor Federally activities for compliance and all applicable requirements. If the grant allows subrecipients, staff will monitor subrecipients to make sure they meet requirements for pass-through entities. County staff will follow the County's Procurement policy and SAM.gov (System for Award Management) inquiry search to ensure subrecipient is not excluded (2 CFR § 180).

Policy Name:	Travel Policy			**Policy Number:**	4.3.6
Approval Authority:	Gunnison County Board of County Commissioners			**Date of Adoption:**	2/18/2025
Effective Date:	10/2/2018	**Adoption Document:**	Resolution #2018-39		
Review Date:	02/18/2025	**Review Frequency:**	Every five (5) years.	**Policy Custodian:**	Administration Department

PURPOSE

This document outlines Gunnison County's policy related to official business travel. If a department has special circumstances not addressed in these policies, the elected official or department head should submit a request for consideration of unusual circumstances in writing to the County Manager for approval.

SCOPE

This policy applies to all Gunnison County employees.

DEFINITIONS

- IRS – Internal Revenue Service.
- M&IE – Meals and Incidental Expenses. As defined by the IRS, this refers to meals, tips and fees for food and luggage-handling services.

POLICY STATEMENTS

Gunnison County's policy is to utilize County-issued purchasing cards for meals, travel and lodging expenses incurred in the performance of official business *except for incidentals*. If a department has special circumstances not addressed in these policies, the elected official or department head should submit a request for consideration of unusual circumstances in writing to the County Manager for approval.

Meals

Within Colorado: Pursuant to IRS regulations, travel-related M&IE are allowable County expenses only when overnight travel is included. M&IE incurred during same-day travel, in-County meals at the beginning or end of travel, tips exceeding 20%, alcohol, and personal charges are not allowable County expenses. Itemized receipts are required, and expenses will be allowed up to the average of IRS's daily M&IE allowance rates for Colorado, which will be identified and posted to the staff intranet and updated annually. This rate will apply to all travel within Colorado.

Outside of Colorado: For out-of-state travel, refer to the current IRS per diem rate chart (posted to the staff intranet) to determine the maximum allowed for M&IE relative to the area of travel. If the travel location does not have a specific M&IE rate assigned, travelers should use the standard rate for the state.

Conference Meals: When attending conferences, training sessions or traveling with overnight stays, employees may not charge or be reimbursed for meals provided by lodging establishments, training sessions, or conferences.

Lodging

The actual cost of a hotel or motel room (single occupancy) will be allowed when incurred during official County-related business travel. Employees should indicate lodging is tax exempt (in Colorado), when making reservations and use their purchasing card for payment of hotel rooms, which includes the tax exemption number, to avoid paying sales and/or lodging taxes whenever possible. Employees should use

standard business accommodation or lodging similar in cost to standard business accommodation.

Transportation

County Fleet and Personal Vehicles

Employees are required to use fleet vehicles from the Public Works Department motor pool for work-related travel, whenever possible. See the Motor Pool Policy for more information.

Public Transportation

Reasonable commercial ground, air and rental transportation costs will be allowed for official travel between airports, hotels, conferences or meeting places. Receipts must be provided.

Vehicle Rental

Rental car costs for County-related business will be allowed only when other options are not available to accommodate the purposes of the travel. When renting a vehicle for official County travel, employees should not purchase the rental agency loss damage because the County's insurance carrier provides liability coverage with a $500 deductible. In the event of an accident, the employee should contact the County's claim contact.

Airfare

The County will allow airfare costs (airfare and one checked bag) for County-related business. Employees making travel reservations should take care to seek the lowest possible fares by making advance reservations whenever possible. If the employee chooses to travel by car when the employee can fly for less (based on the rate available two weeks prior to the trip), only the lesser-cost figure will be allowed/reimbursed. Lodging and meal costs incurred during travel by car will not be reimbursed unless these costs, along with mileage, are less than airfare (if purchased two weeks prior) plus ground travel at the destination.

Out-of-State Travel Approval

The County Manager must approve all out-of-state travel prior to the traveler incurring any related expenses. The department head should submit into Laserfiche the purpose of the travel, location, total estimated cost, whether or not the costs are included in the department's budget, and the benefit to the County in the request. Elected officials and their staff are exempted from this requirement if adequate travel funds are available as approved during the budget process and the out-of-state travel for staff is approved by the appropriate elected official.

COMPLIANCE

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

Failure to obtain any necessary approvals or inability to document expenditures by acceptable receipts may preclude reimbursement by the County.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

1. Gunnison County Motor Pool Policy (updated as needed by Gunnison County and posted to the County intranet).
2. Gunnison County Mileage Reimbursement, Travel Expense and Transportation, and Out-of-State Travel Expense and Transportation Forms (updated annually by Gunnison County and posted to the County intranet).
3. Gunnison County VISA Purchasing Card Policies and Procedures Manual (updated as needed by Gunnison County and posted to the County intranet).
4. IRS Mileage Reimbursement Rate (updated annually by the IRS and posted to the County intranet).
5. IRS Meals and Incidental Expenses Rate (updated annually by the IRS and posted to the County intranet).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boards and Commissions Appointments

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Boards and Commissions Appointments

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\jcattles Discharge Date: 2/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 2/18/2025

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, January 10, 2025 11:42:32 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Cemetery District Board
First and Last Name	Allen Moores
Address	[redacted]
City	Gunnison Colo 81230
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	I feel that a person should be involved with their community and this would be a good way to contribute back to the community I call home. As a third generation Gunnison native I think I would bring a vested interest to the future of our current cemetery.
Additional Comments	I feel I would bring a positive attitude and an open mind about how to improve an already good cemetery that is only going to grow as time goes on.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 30, 2025 5:17:27 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Historic Preservation Commission
First and Last Name	Krister Kooiman
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	It would be the most incredible opportunity. I would be honored to even apply. I am from Crested Butte and have a passion for local government. Preservation of historical parts of Crested Butte and the Gunnison Valley are the most interesting aspects of what I see myself partaking in and finding a passion for in terms of this endeavor. I would be incredibly honored to be able to grow and learn from what I know is incredible Board or individuals. I would be ecstatic to join and would bring a great level of energy and positivity to the group. Thank you for the consideration and look forward to meeting, Krister Kooiman
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Lindsay Beltchenko

[redacted]

February 2, 2025

Board of County Commissioners, Gunnison County

I would like to formally express my interest in the vacant seat on the TAPP Board. As a long time resident of the Gunnison Valley, I have admired the work that TAPP does to promote tourism and entrepreneurship throughout the county.

My tenure of leadership in marketing, strategic planning and business development in both the bicycle and hospitality industries make me well-positioned to contribute to the effort of driving forward the mission of TAPP. Since 2009, I have chosen the Gunnison Valley as my home. Through college at Western Colorado University, to now raising my children here, my commitment to the Valley and its well being remain a constant. This, coupled with my professional skillset, gives me the perspective needed to bolster the unique value our cherished home offers.

I am interested in the opportunity to speak more about the vacant seat and share why I am the right person to contribute to the success of TAPP.

Thank you for your time and consideration.

Sincerely,

Lindsay Beltchenko

From: [redacted]
To: BOCC
Subject: Tourism and Prosperity Partnership Board Application
Date: Friday, January 31, 2025 12:17:34 PM
[redacted] [redacted]

[EXTERNAL SENDER - USE CAUTION]

Dear members of the Gunnison/Crested Butte Tourism Association,

I am writing to express my interest in serving on the Tourism and Prosperity Partnership Board. With a passion for the outdoors and an extensive marketing background, I am excited about the opportunity to contribute to the TAPP's efforts. I believe my background in the ski industry, coupled with my current role as the Marketing Director for the Center for the Arts, makes me well suited for this opportunity.

It's been a pleasure taking my marketing expertise and applying it to a meaningful cause within the Crested Butte community at the Center for the Arts. Ambitious and agile, I have managed creative teams, built relationships with contracted partners and executed complex marketing content calendars. My experience at Crested Butte Mountain Resort as well as a local nonprofit provides me with a great breadth of experience that would lend itself well to the board.

I believe my background and commitment to the community would allow me to collaborate effectively with stakeholders to enhance the long-term prosperity of the Gunnison Valley.

Best,

Caressa

Caressa Holland
[redacted]

CARESSA HOLLAND

[redacted] • Crested Butte, Colorado

WORK EXPERIENCE

CRESTED BUTTE CENTER FOR THE ARTS, Crested Butte, Colorado
DIRECTOR OF MARKETING AND COMMUNICATIONS October 2023- Present

- Lead a rebranding effort to develop a new brand strategy, brand identity, and website that better resonates with the Center's mission.
- Ensure the Center's programs and offerings are successful through strategic traditional and digital marketing campaigns.
- Assist the Executive Director and Chief Business Officer in the development of the annual budget and annual revenue projections.

MMGY ORIGIN, Remote - Whistler, British Columbia
ACCOUNT MANAGER April 2023- September 2023

- The Indy Ski Pass wanted to make a bold statement in an industry saturated by corporate consolidation. I successfully led a team of creatives to create a strong, not to be forgotten logo, new brand identity and website – *United We Ski*
- The Woodstock Inn & Resort was suffering from an identity crisis when one of their competitors starting using a similar tagline. I managed a team that elevated the brand and developed a campaign to set them apart from the competition – *Closer to What Matters*
- The New England Inns & Resorts Association wanted to provide their members with more value by becoming the key resource for planning your trip to New England. I led a team of writers and developers to create an inspiration-based campaign complete with itineraries, state by state breakdowns and highlights by region – planning your New England luxury resort vacation has never been easier.
- When Suicide Six decided it was time for a new name and brand identity, I led a team to deliver on a new name and fresh look for the beloved mountain – Saskadena Six

INTERIM RESOURCE MANAGER August 2021- March 2023

- Optimized Origin's creative resources including designers, writers, and creative directors to produce the highest quality output for incoming projects.
- Communicated with the senior leadership team on key metrics including capacity, utilization, availability and project profitability through weekly meetings and quarterly presentations.
- Coached and supported account managers in identifying project risks as well as problem-solving around project timelines, profitability, and resource challenges.

ACCOUNT MANAGER December 2020- July 2021

- Managed nine accounts within the Vail Resorts portfolio - including Vail, Whistler Blackcomb, Breckenridge, Keystone, Beaver Creek, Park City Mountain, Okemo, Jack Frost Big Boulder and Liberty.
- Ensured account profitability through proactive creative team management - producing hundreds of pieces of creative to fulfill the Vail Resorts go to market content needs.

PARK CITY MOUNTAIN, Park City, Utah
BRAND EQUITY MANAGER February 2020- November 2020

- Managed the overall brand strategy and content needs for Park City Mountain. This included managing the annual brand photo and video shoot from pre-production through final asset delivery.
- Fulfilled a successful go to market campaign, further galvanizing Park City Mountain as the fourth most recognizable ski resort in North America.
- Built strong relationships with agency partners and creative contractors to ensure the production and fulfillment of Park City Mountain's content needs.

CRESTED BUTTE MOUNTAIN RESORT, Crested Butte, Colorado
BRAND EQUITY MANAGER November 2018- January 2020

- Developed an annual photo and video production calendar based on the brand's content needs that aligned with the customer journey.
- Managed a team of contracted photographers and videographers from scoping and contracts to final delivery of the agreed upon assets.
- Galvanized the CBMR brand by developing a unique and differentiated positioning within the marketplace. "The Untamed Destination at the End of Road" ultimately resonated with 82% of visitors.

MEDIA MANAGER August 2017- October 2018

- Managed and planned cohesive seasonal campaigns across traditional and digital channels.
- Managed creative and media agency relationships to guarantee the successful and timely delivery of all creative and content.

DIGITAL MANAGER August 2016- July 2017

- Developed and implemented a robust relationship marketing plan focused on segmentation and personalization that resulted in a 277% increase in web traffic via email.
- Created and implemented brand standards across brand creative and content, increasing the click through rate for display media by 50%.

MT. HOOD MEADOWS, Mt. Hood, Oregon
MARKETING MANAGER August 2014- July 2016

- Managed a team of four in-house creatives including graphic designers, photographers, and videographers.
- Drove the email campaign strategy and increased the average click through rate from 8% to 15%.
- Developed content for guest facing channels including print, radio, website, and digital media.

EDUCATION

WESTERN COLORADO UNIVERSITY, Gunnison, Colorado
Degree: Master of Business Administration
Specialization: Outdoor Industry

UNIVERSITY OF DENVER, Denver, Colorado
Degree: Bachelor of Science in Business Administration
Major: Marketing
Minors: Economics and Finance

RELATED EXPERIENCE

- 2020- Brand Consultant for Matchstick Productions
- 2010- Marketing Intern for *Freeskier* and *Snowboard Magazine*

From: [redacted]
Subject: RE: board member?
Date: Wednesday, February 5, 2025 2:51:46 PM
Attachments: image001.png

[EXTERNAL SENDER - USE CAUTION]

Good afternoon,

I went to the website to fill in the Boards and Commissions Application- and there isn't a drop down for the Gunnison Valley Regional Housing Authority. So per Laura Daniels, I am sending this email in place of that.

I am applying for the Gunnison Valley Regional Housing Authority Board
Michelle Phelps
[redacted]

My reason for wanting to serve on this board is that I have over 3 decades of experience in lending for deed restricted housing in rural, mountain, resort communities. I think this knowledge base would be very helpful to you in designing programs that will mesh with current standard underwriting guidelines, and in directing home buyers to the available resources.

Thank you for your consideration!

Michelle Phelps
[redacted]
Website | Write a review

Apply online | Upload docs

Caution: Wire transfer fraud is on the rise. If you receive an email or text message containing wire instructions, **call the closing agent or attorney at a verified phone number immediately to confirm the information prior to sending the funds.** You will never receive wire instructions or changes to previously provided wire instructions from Guild Mortgage Company. Any such communications should be considered suspicious and reported to your Loan Officer. For more information, visit our wire fraud webpage: https://www.guildmortgage.com/tips-protect-wire-fraud/

[redacted]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, February 4, 2025 2:36:29 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Sarah Elzay
Address	[redacted]
City	Gunnison
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	As the habitat restoration and cheatgrass coordinator, I believe I can be an asset to this committee as a the Research and Education representative. I would like to work with fellow committee members to develop and carry out management plans for cheatgrass as it encroaches on critical habitat of the Gunnison sage grouse. Among my tasks as the cheatgrass coordinator is to work with fellow committee members, land managers, agencies, and private land owners as I develop a strategic plan for cheatgrass management across the Gunnison Basin.
Additional Comments	It would be an honor to serve on the GBSGSC as the Research and Education Member. If there are any questions I can answer, I can be reached via email or cell phone at 828-713-8648. Thank you for your time and consideration.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, February 4, 2025 10:16:31 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Julie Donohue
Address	[redacted]
City	Crested Butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Julie Donohue February 4, 2025 [redacted]

To Gunnison County Commissioners and the Gunnison Basin Sage-Grouse Strategic Committee,

My name is Julie Donohue, and I am writing to express my desire to serve our community and the Gunnison Sage-Grouse as a member of the Strategic Committee. As a resident of the Gunnison Valley and someone who works in natural resources, I appreciate the leadership the committee has taken to collaborate with diverse stakeholders to preserve and enhance the GUSG habitat and population. I would be honored to contribute to this important work and believe my experience, skills, and infallible enthusiasm can support the Board's ongoing mission.

As a Program Analyst for the Natural Resources Conservation Service (NRCS) Easement Policy Division, I focus on the acquisition of conservation easements. My role involves reviewing applications to ensure compliance with policy, evaluating conservation practices, and conducting internal audits of the easements. This work has provided me with practical

experience complying with environmental regulations, analyzing conservation plans, and communicating with interest groups. As a graduate student of Ecology at Western studying the Uncompahgre Fritillary Butterfly, I gained valuable insights into habitat management, migration corridors and gene flow in the face of a changing climate and human pressures. Additionally, as a full-time volunteer for a newly founded coral restoration program in Florida, I collaborated in the creation of an implementation strategy for the recovery of endangered corals on select reefs, and saw the strategy come to fruition.

My previous work and volunteer experience along with my graduate research and roles as a Graduate Policy Fellow for the Ecological Society of America and a Presidential Management Fellow have equipped me with the tools and knowledge to analyze ecosystems, apply concepts into an ecosystem-based management paradigm, and understand the policy, legal, and financial frameworks essential for sustaining ecosystem services. I understand that protecting the Gunnison Sage Grouse requires strong collaboration, clear communication, and a holistic view of our community's values.

I believe I am equipped to make meaningful contributions to the Board's goals, and I look forward to the opportunity to help further the vision of the Strategic Committee and associated subcommittees.
Thank you for your consideration.

Sincerely,

Julie Donohue

Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, February 4, 2025 2:45:23 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Land Preservation Board
First and Last Name	Julie Donohue
Address	[redacted]
City	Crested butte
Phone	[redacted]
Email Address	[redacted]
Why would you like to serve on this Board or Commission?	Julie Donohue February 4, 2025 [redacted] To Gunnison County Commissioners and Land Preservation Board members, My name is Julie Donohue, and I am writing to express my desire to serve our community as a member of the Land Preservation Board. As a resident of the Gunnison Valley, I deeply appreciate the invaluable ecosystem services, recreational opportunities, and economic benefits that have resulted from the Board's efforts. I would be honored to contribute to this important work and believe my experience and skills can support the Board's ongoing mission. I currently serve as a Program Analyst for the Natural Resources Conservation Service (NRCS) Easement Policy Division, where I focus on the acquisition of conservation easements. My role involves reviewing applications to ensure compliance with policy, evaluating conservation practices, and conducting internal audits of agricultural and wetland restoration easements. This experience gives me unique insights into the challenges

organizations may face in acquiring and stewarding land, as well as a strong understanding of real estate transactions, environmental regulations, and conservation planning.

Additionally, my academic background includes an MSc in Ecology and Conservation from Western, a BSc Biogeography, and roles as a Graduate Policy Fellow for the Ecological Society of America and a Presidential Management Fellow. These experiences have equipped me with the tools and knowledge to analyze ecosystems, apply concepts into an ecosystem-based management paradigm, and understand the policy, legal, and financial frameworks essential for sustaining ecosystem services. I will approach land preservation holistically, considering the interests of all stakeholders and ensuring that all values—environmental, health, social, cultural, and economic—are weighed in decision-making and communicated clearly to interest groups.

I believe I am equipped to make meaningful contributions to the Board's goals, and I look forward to the opportunity to help further the conservation and community building efforts in the Gunnison Valley.

Thank you for your consideration.
Julie Donohue

Additional Comments

Thank you for your time and the amazing work you do!

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: January 2025 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

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

Summary:

January 2025 Cash Transfer Report

Fiscal Impact: 7,191,089.98

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/18/2025

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
January-25

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(2,767,171.08)
130	95 11122	General - Payroll Account	1,423,806.40	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(1,995,199.15)
002	02 11900	Road & Bridge	0.00	(293,350.81)
003	03 11900	Human Services	0.00	(63,562.22)
004	04 11900	Public Health Agency	0.00	(124,377.41)
007	07 11900	Conservation Trust	21,841.37	0.00
008	08 11900	Bond Fund	0.00	(713,073.88)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(156,326.06)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	274,036.80	0.00
013	13 11900	Land Preservation	68,429.11	0.00
030	30 11900	Mosquito Control	7,707.38	0.00
032	32 11900	Sage Grouse Trust	1,530.05	0.00
034	34 11900	Risk Management	11,396.09	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(300,432.82)
050	50 11900	Gunnison County Sewer	0.00	(153,983.53)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(33,358.18)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(224,746.60)
125	52 11101	Solid Waste - Landfill Closure	4,357.21	0.00
126	52 11102	Solid Waste - Landfill Const	16,325.90	0.00
070	70 11900	Housing Authority	0.00	(183,278.16)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	34,603.63	0.00
140	71 11101	Senior Housing - Deposits	0.00	(14,440.45)
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(30,021.76)
082	82 11900	ISF-II	0.00	(1,728.33)
090	90 11900	Health Insurance Trust	86,277.92	0.00
115	90 11101	Health Insurance Claims	155,411.87	0.00
091	91 11900	Local Marketing District	99,188.54	0.00
092	92 11900	Transportation Authority	0.00	(132,034.19)
093	93 11900	Public Trustee Agency	0.00	(4,005.35)
145	95 11121	Accounts Payable Clearing	4,986,177.71	0.00
		TOTALS	**$ 7,191,089.98**	**$ (7,191,089.98)**

TRANSFER FOR JOURNAL ENTRIES:
501257, 501258, 501259, 501260, 501261, 501136, 413443, 401573, 403447, 404662, 405560, 406634, 407496, 408393, 409576, 404331, 404332, 413448, 413654, 413717, 413660, 413713, 501339, 413737, 413738, 501550, 501551, 501552, 501553, 413745,501558, 501559, 501565, 413752, 501624, 413761, 501630, GNI, 501629, AP, GBIGNI, 501554,UBB,

PREPARED BY: Whitney Ici DATE: 2/10/25

AUTHORIZED BY: Adam Castle DATE: 2/10/25

RECEIVED BY TREASURER: Teresa Brown DATE: 2/10/25

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-25

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900
-	501257,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2025	(27,143.75)						(903.11)						(1,613.04)				
-	501258,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2025	71,082.76					(9,545.84)		(5,166.67)					(4,635.00)				1,675.00
-	501259,	STND3: MAPPING SYSTEM CHARGES	1/31/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)					(22.08)				
-	501260,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2025	(4,945.34)					(498.00)	(765.00)	(989.99)					(408.00)				
-	501261,	STND5: COMPUTER SYSTEM CHARGES	1/31/2025	(31,041.10)					(3,302.58)	(2,833.33)	(4,914.75)					(1,840.00)				
-		Standard JE 2 Correction 2024								(6,700.00)										6,700.00
-	501136,	DHS RENT JAN 2025	1/31/2025	11,739.00						(11,739.00)										
-	413443,	MOTORPOOL DECEMBER 2024	12/31/2024	(787.92)						(1,055.25)	(45.56)									
-	401573,	Pcard Import Jan 2024	1/31/2024	26,004.09					(2,171.61)	(1,672.01)	(9,127.40)					(1,341.53)				
-	403447,	Pcard Import Mar 2024	3/31/2024	37,771.70					(5,483.26)	(3,058.88)	(14,355.45)					(3,710.36)				
-	404662,	Pcard Import Apr 2024	4/30/2024	33,796.49					(2,883.16)	(8,256.29)	(8,397.01)					(3,209.71)				
-	405560,	Pcard Import May 2024	5/31/2024	54,661.80					(6,571.24)	(4,710.07)	(20,676.96)					(4,301.06)				
-	406634,	Pcard Import Jun 2024	6/30/2024	58,875.86					(570.54)	(5,302.51)	(35,140.69)					(2,537.98)				
-	407496,	Pcard Import Jul 2024	7/31/2024	52,428.51					(1,197.76)	(5,567.28)	(10,898.25)					(1,475.20)				
-	408393,	Pcard Import Aug 2024	8/31/2024	51,003.95					(2,380.45)	(6,270.59)	(3,610.19)					(631.66)				
-	409576,	Pcard Import Sep 2024	9/30/2024	58,333.42					(4,655.71)	(8,189.60)	(16,888.10)					(2,588.28)				
-	404331,	Color Copies Apr 2024	4/30/2024	(1,367.46)						(0.18)	(3.42)					(123.84)				
-	404332,	Copies Apr 2024	4/30/2024	(761.92)					(0.12)	(20.52)	(25.52)					(31.13)				
-	413448,	FUEL TAX CLAIM 4Q 24	12/31/2024	(2,315.96)						15.40	5.73					4.30				
-	413654,	Reclass revenue clearing JE	12/31/2024								(12,425.00)									
-	413717,	2024 Postage Rent	12/31/2024	(10,498.05)																
-	413660,	Reclass Short Term Disability	12/31/2024	33,371.77							15,095.19					78.71				
-	413713,	SAGE GROUSE BUDGET TRANSFER 4Q	12/31/2024	5,360.49																
-	501339,	RECLASS NFP COMPUTER TO COMM HEALTH	1/31/2025	175.00							(175.00)									
-	413737,	EQUIPMENT USAGE DECEMBER	12/31/2024	(967.46)					(218,817.94)											
-	413738,	MATERIAL USAGE DECEMBER	12/31/2024						(1,472.13)											
-	501550,	MED CHECKS JANUARY	1/31/2025	(8,629.26)																
-	501551,	COPIES BLACK JAN 2025	1/31/2025	(776.56)					(0.16)	(13.76)	(28.84)					(12.80)				
-	501552,	COPIES COLOR JAN 2025	1/31/2025	(2,438.46)						(26.64)	(17.28)					(83.53)				
-	501553,	POSTAGE USE JAN 2025	1/31/2025	(1,702.29)							(14.49)									
-	413745,	CLEAR SECURITY DEPOSIT ACCOUNT	12/31/2024																	
-	501558,	LANDFILL ALLOCATION JANUARY	1/31/2025																	
-	501559,	RECORD BERKLEY MED JANUARY	1/31/2025																	
-	501565,	PUBLIC HEALTH PHOTOCOPY JANUARY	1/31/2025	(20.00)							(175.32)									
-	413752,	RECLASS IT VOUCHER TO G3900	12/31/2024	(15,395.23)																
-	501624,	COVER JANUARY CASH SHORTFALLS	1/31/2025	(1,174,000.00)									425,000.00							
-	413761,	MOVE PREPAID FOR FUND 82	12/31/2024	6,194.23																
-	501630,	COVER JANUARY CASH SHORTFALLS	1/31/2025	(6,000.00)																
-																				
-																				
-		Void Check 159244 - Christopher Grote	5/9/2024	263,377.88																
-		Void Check 159339 - Conservation Law PC	5/21/2024	562.50																
-		Void Check 159069 - Sandra Day	4/23/2024	400.00																
		Void Check 158406 - Adamson Police Products	2/20/2024	1,376.25																
-		Void Check 158589 - Montrose Regional Health	2/29/2024								132.00									
-		Void Check 159083 - Gunnison High School	4/23/2024								500.00									
-		Void Check 160635 - Queen of all Saints Parish	9/20/2024								200.00									
-		Void Check 159309 - Sherwin Williams	5/16/2024													165.55				
-		Void Check 160226 - High Tide	8/9/2024																	
-		Void Check 157768 - Alpha Mechanical	12/19/2023																	
-		Void Check 160199 - Comminty Development	8/9/2024																	
-		Void Check 157838 - Marybeth Kelley	1/3/2024	8,250.00																
-		Void Check 157850 - Moutain Geotech	12/19/2023																	
-		Correct Nov24 Payroll Cash Transfer entry	11/30/2024	(294,112.68)																
-		Void Check 161900 - Moody Construction	1/31/2025	1,000.00																
-	GNI,	PCARD Import DEC	12/31/2024	48,799.92					(6,199.32)	(5,569.49)	(10,529.73)					(7,063.16)				
-	501629,	REVENUE CLEARING JANUARY 2025	1/31/2025	131,697.65				(1,995,199.15)	270,024.05	228,892.15	198,092.29	21,841.37				121,406.47		396,322.01	72,968.94	
-	AP,	AP CLEARING JANUARY 2025	1/31/2025	(1,285,534.62)					(100,001.70)	(38,880.94)	(43,030.60)		(1,138,073.88)			(152,108.36)		(122,285.21)	(4,539.83)	(667.62)
-	GBI	LANDFILL INTERFUND CHARGES																		
-	GNI,	PAYROLL IMPORT JANUARY 25	1/31/2025	580,343.44					(195,947.58)	(180,913.24)	(141,744.32)					(90,244.37)				
-	501554,	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	1/31/2025	(1,431,689.00)																
-		December payroll clearing balance correction		7,882.60																
-	UBB,	1st Quarter Water Sewer Transfers																		
-		TOTALS		(2,767,171.08)	-	-	-	(1,995,199.15)	(293,350.81)	(63,562.22)	(124,377.41)	21,841.37	(713,073.88)	-	-	(156,326.06)	-	274,036.80	68,429.11	7,707.38

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-25

JE's	Description	Finance Business Date	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900
501257,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2025				(354.17)		(1,456.45)		(22,937.53)								54,564.30	(156.25)			
501258,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2025				(3,749.56)		2,416.65		(5,538.58)			(916.67)					(8,108.83)	(7,638.09)			(3,708.50)
501259,	STND3: MAPPING SYSTEM CHARGES	1/31/2025						(661.67)											13,937.00			
501260,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2025						(45.00)		(45.00)								(45.00)	7,786.33			
501261,	STND5: COMPUTER SYSTEM CHARGES	1/31/2025						(445.00)		(715.00)								(460.00)	45,786.76			
	Standard JE 2 Correction 2024																					
501136,	DHS RENT JAN 2025	1/31/2025																				
413443,	MOTORPOOL DECEMBER 2024	12/31/2024																1,888.73				
401573,	Pcard Import Jan 2024	1/31/2024						(1,080.00)		(637.64)			(693.95)					(2,223.24)	(6,128.49)	(885.72)		
403447,	Pcard Import Mar 2024	3/31/2024				(28.23)		(43.50)		(3,536.26)								(1,882.66)	(4,616.43)	(1,014.17)		
404662,	Pcard Import Apr 2024	4/30/2024						(170.00)		(3,215.00)			(1,342.00)		(125.52)			(406.74)	(4,509.14)	(1,239.42)		
405560,	Pcard Import May 2024	5/31/2024						(100.00)		(5,643.96)					(64.57)			(1,317.66)	(9,215.92)	(2,017.86)		
406634,	Pcard Import Jun 2024	6/30/2024		(744.64)				(378.00)		(5,360.00)								(2,976.26)	(5,283.89)	(146.79)		
407496,	Pcard Import Jul 2024	7/31/2024						(77.10)		(3,452.15)								(2,828.57)	(26,446.84)	(400.36)		
408393,	Pcard Import Aug 2024	8/31/2024								(6,292.81)			(27.24)					(5,408.94)	(24,728.41)	(1,554.66)		
409576,	Pcard Import Sep 2024	9/30/2024								(4,218.77)								(2,436.05)	(17,970.68)	(1,287.23)		
404331,	Color Copies Apr 2024	4/30/2024																	1,494.90			
404332,	Copies Apr 2024	4/30/2024																	839.21			
413448,	FUEL TAX CLAIM 4Q 24	12/31/2024						48.92		186.28								2,055.33				
413654,	Reclass revenue clearing JE	12/31/2024													12,425.00							
413717,	2024 Postage Rent	12/31/2024																	10,498.05			
413660,	Reclass Short Term Disability	12/31/2024													59.04					(48,604.71)		
413713,	SAGE GROUSE BUDGET TRANSFER 4Q	12/31/2024	(5,360.49)																			
501339,	RECLASS NFP COMPUTER TO COMM HEALTH	1/31/2025																				
413737,	EQUIPMENT USAGE DECEMBER	12/31/2024						(70.94)		(6,835.69)								226,692.03				
413738,	MATERIAL USAGE DECEMBER	12/31/2024								(2,277.45)								3,749.58				
501550,	MED CHECKS JANUARY	1/31/2025																		(204,356.09)	212,985.35	
501551,	COPIES BLACK JAN 2025	1/31/2025																	832.12			
501552,	COPIES COLOR JAN 2025	1/31/2025																	2,565.91			
501553,	POSTAGE USE JAN 2025	1/31/2025																	1,716.78			
413745,	CLEAR SECURITY DEPOSIT ACCOUNT	12/31/2024													14,440.45	(14,440.45)						
501558,	LANDFILL ALLOCATION JANUARY	1/31/2025	6,890.54							(27,573.65)	4,357.21	16,325.90										
501559,	RECORD BERKLEY MED JANUARY	1/31/2025																		57,573.48	(57,573.48)	
501565,	PUBLIC HEALTH PHOTOCOPY JANUARY	1/31/2025																	195.32			
413752,	RECLASS IT VOUCHER TO G3900	12/31/2024																	15,395.23			
501624,	COVER JANUARY CASH SHORTFALLS	1/31/2025			364,000.00								300,000.00						82,000.00			
413761,	MOVE PREPAID FOR FUND 82	12/31/2024																	(6,194.23)			
501630,	COVER JANUARY CASH SHORTFALLS	1/31/2025																	6,000.00			
	Void Check 159244 - Christopher Grote	5/9/2024																				
	Void Check 159339 - Conservation Law PC	5/21/2024																				
	Void Check 159069 - Sandra Day	4/23/2024																				
	Void Check 158406 - Adamson Police Products	2/20/2024																				
	Void Check 158589 - Montrose Regional Health	2/29/2024																				
	Void Check 159083 - Gunnison High School	4/23/2024																				
	Void Check 160635 - Queen of all Saints Parish	9/20/2024																				
	Void Check 159309 - Sherwin Williams	5/16/2024																				
	Void Check 160226 - High Tide	8/9/2024				264.00																
	Void Check 157768 - Alpha Mechanical	12/19/2023											150.00									
	Void Check 160199 - Comminty Development	8/9/2024											80,690.00									
	Void Check 157838 - Marybeth Kelley	1/3/2024																				
	Void Check 157850 - Moutain Geotech	12/19/2023																				
	Correct Nov24 Payroll Cash Transfer entry	11/30/2024																		294,112.68		
	Void Check 161900 - Moody Construction	1/31/2025																				
GNI,	PCARD Import DEC	12/31/2024						(180.44)		(651.95)								(1,036.75)	(17,470.08)			
501629,	REVENUE CLEARING JANUARY 2025	1/31/2025								162.75			46,317.10		13,261.00							125,529.42
AP,	AP CLEARING JANUARY 2025	1/31/2025		12,140.73	(664,432.82)	(147,090.95)		(14,379.49)		(72,866.23)			(598,671.97)		(4,317.27)			(211,416.42)	(15,106.61)	(244,390.47)		(22,632.38)
GBI	LANDFILL INTERFUND CHARGES																					
GNI,	PAYROLL IMPORT JANUARY 25	1/31/2025				(3,024.62)		(16,736.16)		(53,297.96)			(8,783.43)		(1,074.50)			(78,424.61)	(45,310.88)	240,489.24		
501554,	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	1/31/2025																				
	December payroll clearing balance correction																					
UBB,	1st Quarter Water Sewer Transfers																					
	TOTALS		1,530.05	11,396.09	(300,432.82)	(153,983.53)	-	(33,358.18)	-	(224,746.60)	4,357.21	16,325.90	(183,278.16)	-	34,603.63	(14,440.45)	-	(30,021.76)	(1,728.33)	86,277.92	155,411.87	99,188.54

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-25

JE's	Description	Finance Business Date	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
501257,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2025				
501258,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2025	(26,166.67)			
501259,	STND3: MAPPING SYSTEM CHARGES	1/31/2025				
501260,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2025		(45.00)		
501261,	STND5: COMPUTER SYSTEM CHARGES	1/31/2025		(235.00)		
	Standard JE 2 Correction 2024					
501136,	DHS RENT JAN 2025	1/31/2025				
413443,	MOTORPOOL DECEMBER 2024	12/31/2024				
401573,	Pcard Import Jan 2024	1/31/2024		(42.50)		
403447,	Pcard Import Mar 2024	3/31/2024		(42.50)		
404662,	Pcard Import Apr 2024	4/30/2024		(42.50)		
405560,	Pcard Import May 2024	5/31/2024		(42.50)		
406634,	Pcard Import Jun 2024	6/30/2024		(434.56)		
407496,	Pcard Import Jul 2024	7/31/2024		(85.00)		
408393,	Pcard Import Aug 2024	8/31/2024		(99.00)		
409576,	Pcard Import Sep 2024	9/30/2024		(99.00)		
404331,	Color Copies Apr 2024	4/30/2024				
404332,	Copies Apr 2024	4/30/2024				
413448,	FUEL TAX CLAIM 4Q 24	12/31/2024				
413654,	Reclass revenue clearing JE	12/31/2024				
413717,	2024 Postage Rent	12/31/2024				
413660,	Reclass Short Term Disability	12/31/2024				
413713,	SAGE GROUSE BUDGET TRANSFER 4Q	12/31/2024				
501339,	RECLASS NFP COMPUTER TO COMM HEALTH	1/31/2025				
413737,	EQUIPMENT USAGE DECEMBER	12/31/2024				
413738,	MATERIAL USAGE DECEMBER	12/31/2024				
501550,	MED CHECKS JANUARY	1/31/2025				
501551,	COPIES BLACK JAN 2025	1/31/2025				
501552,	COPIES COLOR JAN 2025	1/31/2025				
501553,	POSTAGE USE JAN 2025	1/31/2025				
413745,	CLEAR SECURITY DEPOSIT ACCOUNT	12/31/2024				
501558,	LANDFILL ALLOCATION JANUARY	1/31/2025				
501559,	RECORD BERKLEY MED JANUARY	1/31/2025				
501565,	PUBLIC HEALTH PHOTOCOPY JANUARY	1/31/2025				
413752,	RECLASS IT VOUCHER TO G3900	12/31/2024				
501624,	COVER JANUARY CASH SHORTFALLS	1/31/2025		3,000.00		
413761,	MOVE PREPAID FOR FUND 82	12/31/2024				
501630,	COVER JANUARY CASH SHORTFALLS	1/31/2025				
	Void Check 159244 - Christopher Grote	5/9/2024			(263,377.88)	
	Void Check 159339 - Conservation Law PC	5/21/2024			(562.50)	
	Void Check 159069 - Sandra Day	4/23/2024			(400.00)	
	Void Check 158406 - Adamson Police Products	2/20/2024			(1,376.25)	
	Void Check 158589 - Montrose Regional Health	2/29/2024			(132.00)	
	Void Check 159083 - Gunnison High School	4/23/2024			(500.00)	
	Void Check 160635 - Queen of all Saints Parish	9/20/2024			(200.00)	
	Void Check 159309 - Sherwin Williams	5/16/2024			(165.55)	
	Void Check 160226 - High Tide	8/9/2024			(264.00)	
	Void Check 157768 - Alpha Mechanical	12/19/2023			(150.00)	
	Void Check 160199 - Comminty Development	8/9/2024			(80,690.00)	
	Void Check 157838 - Marybeth Kelley	1/3/2024			(8,250.00)	
	Void Check 157850 - Moutain Geotech	12/19/2023	5,239.00		(5,239.00)	
	Correct Nov24 Payroll Cash Transfer entry	11/30/2024				
	Void Check 161900 - Moody Construction	1/31/2025			(1,000.00)	
GNI,	PCARD Import DEC	12/31/2024		(99.00)		
501629,	REVENUE CLEARING JANUARY 2025	1/31/2025	368,683.95			
AP,	AP CLEARING JANUARY 2025	1/31/2025	(479,790.47)	(407.78)	5,348,484.89	
GBI	LANDFILL INTERFUND CHARGES					
GNI,	PAYROLL IMPORT JANUARY 25	1/31/2025		(5,331.01)		
501554,	NET PAYROLL TRANSFER (BMO TRF) DECEMBER	1/31/2025				1,431,689.00
	December payroll clearing balance correction					(7,882.60)
UBB,	1st Quarter Water Sewer Transfers					
	TOTALS		(132,034.19)	(4,005.35)	4,986,177.71	1,423,806.40

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 2024 Sales Tax and Local Marketing Tax

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see reports.

Fiscal Impact:

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 2/12/2025

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/14/2025

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 2/18/2025

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2024

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	**$ 262,219,653**
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	**$ 162,825,706**
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	**$ 64,357,026**
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	**$ 3,131,628**
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	**$ 2,444,499**
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	**$ 253,831,648**
TOTAL TAXABLE SALES	$ 57,236,655	$ 60,109,302	$ 61,487,173	$ 38,223,329	$ 47,259,056	$ 69,379,456	$ 82,740,308	$ 76,385,977	$ 70,832,485	$ 64,760,052	$ 47,403,126	$ 72,993,241	**$ 748,810,160**
Computed 1% Sales Tax	**$ 572,367**	**$ 601,093**	**$ 614,872**	**$ 382,233**	**$ 472,591**	**$ 693,795**	**$ 827,403**	**$ 763,860**	**$ 708,325**	**$ 647,601**	**$ 474,031**	**$ 729,932**	**$ 7,488,102**
% Incr(Decr) of 2024 over 2023	**2.66%**	**2.83%**	**-6.31%**	**-2.06%**	**4.41%**	**8.19%**	**-3.85%**	**-2.93%**	**2.44%**	**23.78%**	**0.11%**	**14.68%**	**3.22%**

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2023

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	**$ 257,556,501**
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	**$ 164,545,060**
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	**$ 65,082,524**
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	**$ 3,136,316**
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	**$ 2,241,089**
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	**$ 232,911,141**
TOTAL TAXABLE SALES	$ 55,756,070	$ 58,454,881	$ 65,630,349	$ 39,026,774	$ 45,260,991	$ 64,125,619	$ 86,056,769	$ 78,695,446	$ 69,146,416	$ 52,318,908	$ 47,353,385	$ 63,647,023	**$ 725,472,631**
Computed 1% Sales Tax	**$ 557,561**	**$ 584,549**	**$ 656,303**	**$ 390,268**	**$ 452,610**	**$ 641,256**	**$ 860,568**	**$ 786,954**	**$ 691,464**	**$ 523,189**	**$ 473,534**	**$ 636,470**	**$ 7,254,726**
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**	**3.44%**	**-0.66%**	**1.04%**	**-5.60%**	**11.60%**	**4.70%**	**4.91%**	**2.39%**	**4.03%**	**2.47%**	**3.98%**

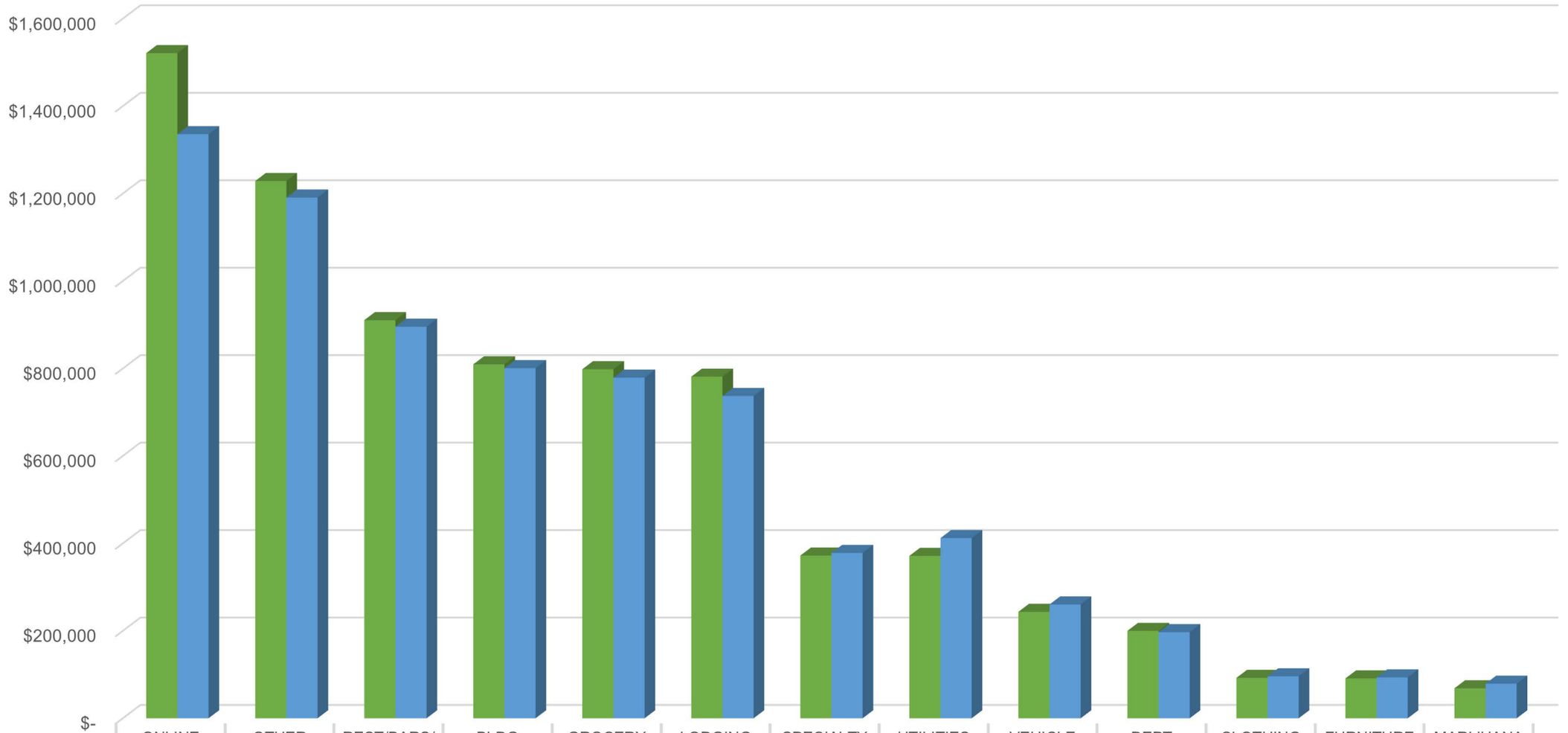
Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/2022

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	18,124,629	20,960,481	**$ 265,320,617**
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	8,543,383	14,679,374	**$ 171,796,601**
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	2,875,744	8,304,071	**$ 64,035,757**
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	**$ 3,521,647**
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	**$ 1,635,974**
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	15,795,244	17,912,969	**$ 191,389,244**
TOTAL TAXABLE SALES	$ 51,780,854	$ 53,542,844	$ 63,450,637	$ 39,284,953	$ 44,795,580	$ 67,927,181	$ 77,114,392	$ 75,162,879	$ 65,908,121	$ 51,098,739	$ 45,518,231	$ 62,115,429	**$ 697,699,840**
Computed 1% Sales Tax	**$ 517,809**	**$ 535,428**	**$ 634,506**	**$ 392,850**	**$ 447,956**	**$ 679,272**	**$ 771,144**	**$ 751,629**	**$ 659,081**	**$ 510,987**	**$ 455,182**	**$ 621,154**	**$ 6,976,998**
% Incr(Decr) of 2022 over 2021	**22.44%**	**16.01%**	**22.41%**	**10.51%**	**11.23%**	**12.32%**	**9.24%**	**20.70%**	**2.88%**	**8.58%**	**7.44%**	**11.76%**	**12.80%**

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	*Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted*
2024	Current Month TOTAL COUNTY REVENUE	$ 345,784	$ 363,893	$ 372,803	$ 242,893	$ 302,632	$ 455,467	$ 517,661	$ 478,153	$ 443,264	$ 394,375	$ 307,805	$ 480,765	$ 4,705,494	$ 4,705,494	$ 4,207,000
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		4.66%	111.85%
2023	Current Month TOTAL COUNTY REVENUE	$ 324,932	$ 340,144	$ 389,749	$ 241,989	$ 280,294	$ 399,947	$ 530,432	$ 497,880	$ 454,007	$ 334,331	$ 303,664	$ 398,619	$ 4,495,987	$ 4,495,987	$ 3,940,000
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		7.48%	114.11%
2022	Current Month TOTAL COUNTY REVENUE	$ 292,878	$ 297,417	$ 362,083	$ 230,107	$ 269,740	$ 424,310	$ 465,675	$ 452,474	$ 406,304	$ 319,128	$ 284,705	$ 378,280	$ 4,183,101	$ 4,183,101	$ 3,406,600
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		17.12%	122.79%
2021	Current Month TOTAL COUNTY REVENUE	$ 233,764	$ 257,877	$ 290,061	$ 199,332	$ 232,968	$ 360,366	$ 410,033	$ 364,718	$ 372,329	$ 273,281	$ 250,647	$ 326,389	$ 3,571,764	$ 3,571,764	$ 3,406,600
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		24.48%	104.85%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645	$ 216,061	$ 168,955	$ 143,089	$ 170,460	$ 251,544	$ 335,046	$ 304,309	$ 325,465	$ 238,366	$ 205,332	$ 299,015	$ 2,869,287	$ 2,869,287	$ 2,364,672
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.63%	121.34%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,068	$ 166,941	$ 175,741	$ 132,172	$ 142,698	$ 237,026	$ 315,888	$ 272,816	$ 247,731	$ 201,760	$ 179,764	$ 260,373	$ 2,502,978	$ 2,502,978	$ 2,110,144
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		12.53%	118.62%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998	$ 147,877	$ 168,535	$ 120,215	$ 143,035	$ 214,044	$ 282,457	$ 233,448	$ 276,580	$ 159,001	$ 125,311	$ 194,760	$ 2,224,261	$ 2,224,261	$ 1,924,050
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		13.30%	115.60%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392	$ 147,047	$ 175,495	$ 96,225	$ 115,279	$ 183,923	$ 225,052	$ 239,240	$ 200,934	$ 141,366	$ 116,836	$ 182,356	$ 1,963,146	$ 1,963,146	$ 1,838,400
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		4.33%	106.79%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157	$ 162,979	$ 157,480	$ 104,370	$ 109,392	$ 180,729	$ 236,845	$ 228,536	$ 188,024	$ 120,348	$ 95,628	$ 172,116	$ 1,881,604	$ 1,881,604	$ 1,838,000
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		7.00%	102.37%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,679	$ 125,795	$ 150,379	$ 85,652	$ 102,664	$ 165,071	$ 230,768	$ 195,968	$ 196,937	$ 113,088	$ 100,454	$ 165,123	$ 1,758,576	$ 1,758,576	$ 1,590,000
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.31%	110.60%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,194	$ 111,264	$ 135,936	$ 79,960	$ 99,520	$ 148,591	$ 217,272	$ 182,558	$ 181,453	$ 107,835	$ 96,183	$ 151,916	$ 1,623,681	$ 1,623,681	$ 1,472,000
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.52%	110.30%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,324	$ 106,514	$ 130,684	$ 75,429	$ 91,528	$ 141,300	$ 202,863	$ 166,649	$ 147,509	$ 108,617	$ 90,260	$ 138,428	$ 1,510,104	$ 1,510,104	$ 1,425,560
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.26%	105.93%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,941	$ 110,679	$ 116,281	$ 77,835	$ 94,048	$ 145,374	$ 181,344	$ 141,276	$ 132,637	$ 96,096	$ 88,302	$ 131,132	$ 1,407,945	$ 1,407,945	$ 1,329,266
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		2.46%	105.92%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,484	$ 99,063	$ 119,211	$ 71,572	$ 81,078	$ 119,386	$ 177,640	$ 157,047	$ 131,749	$ 91,514	$ 85,637	$ 141,761	$ 1,374,141	$ 1,374,141	$ 1,314,611

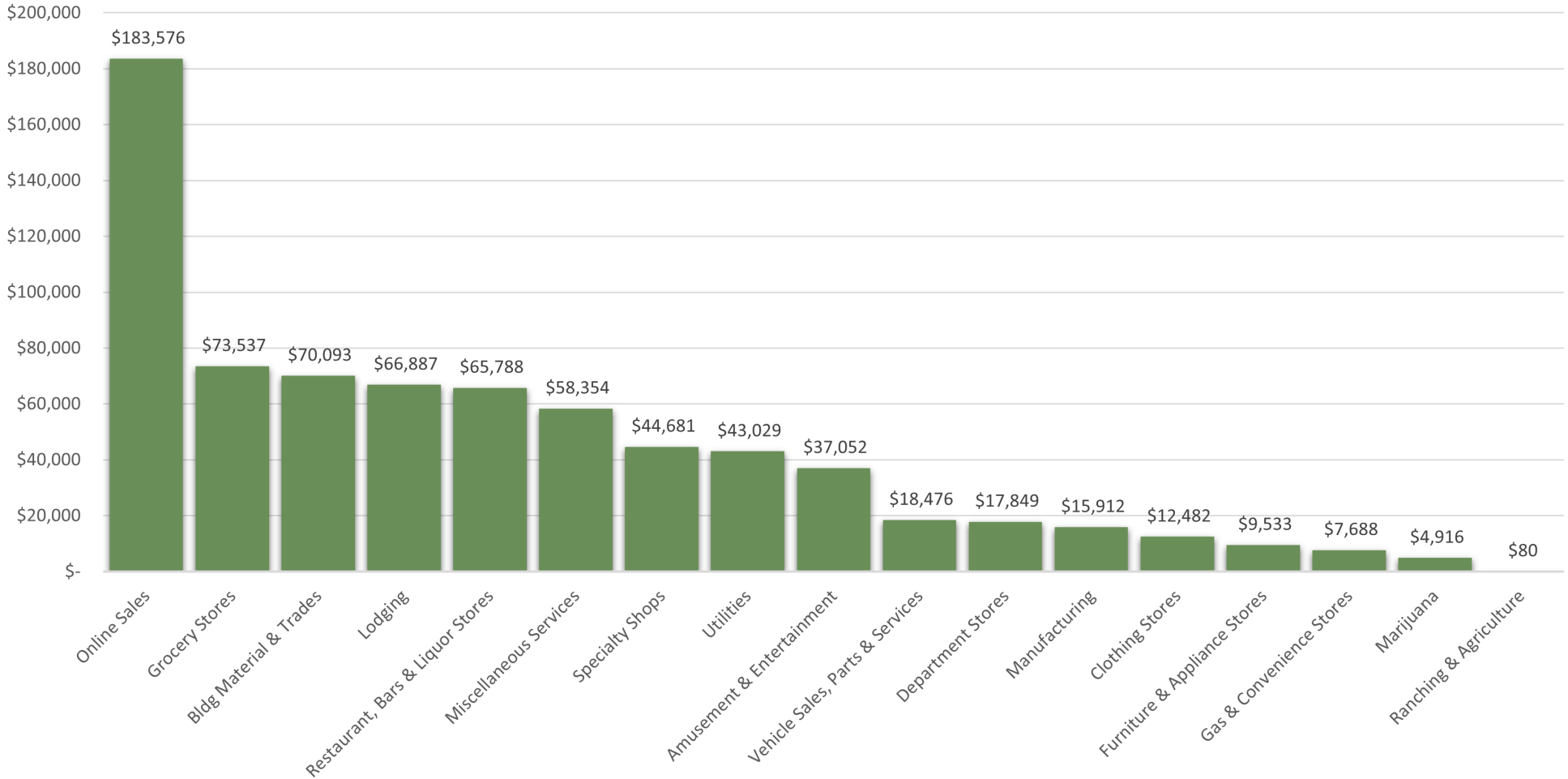
2023/2024 YTD Industry Comparison
as of December 2024



	ONLINE SALES	OTHER	REST/BARS/ LIQ	BLDG MATERIAL	GROCERY STORE	LODGING	SPECIALTY SHOP	UTILITIES	VEHICLE SALES	DEPT STORES	CLOTHING STORES	FURNITURE /APPL	MARIJUANA
2024	1,521,132	1,228,725	910,439	809,348	798,235	781,233	372,108	371,388	243,453	199,863	92,394	91,221	68,562
2023	1,335,717	1,190,796	895,426	800,802	778,946	737,038	378,110	412,093	260,263	197,006	95,940	93,435	79,155

Taxes By Industry

December 2024



GUNNISON COUNTY

Taxes by Industry and Jurisdiction

December 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	316	15,102	7,342	7	10,132	0	-	0	-	4,152	1	-	$ 37,052
Bldg Material & Trades	-	18,415	33,879	24	2,260	-	-	126	-	14,876	514	-	$ 70,093
Clothing Stores	5	6,504	2,494	2	3,209	13	1	2	1	250	-	-	$ 12,482
Department Stores	-	-	17,832	2	-	7	-	8	-	-	-	-	$ 17,849
Furniture & Appliance Stores	-	5,977	1,162	197	278	20	-	355	-	1,507	37	-	$ 9,533
Grocery Stores	-	16,254	56,223	1	761	-	-	20	-	251	28	-	$ 73,537
Lodging	1,750	10,808	4,975	337	35,910	27	-	566	5	12,509	-	-	$ 66,887
Manufacturing	0	5,249	1,971	16	499	79	1	1	1	1,641	6,454	-	$ 15,912
Marijuana	-	2,242	2,674	-	-	-	-	-	-	-	-	-	$ 4,916
Miscellaneous Services	0	17,639	14,424	96	16,045	11	-	88	-	9,518	531	-	$ 58,354
Online Sales	-	4	2	-	-	-	-	-	-	183,571	-	-	$ 183,576
Ranching & Agriculture	-	2	76	-	-	-	-	-	-	2	-	-	$ 80
Specialty Shops	18	9,597	14,856	112	885	21	-	46	2	6,324	12,820	-	$ 44,681
Utilities	3,370	6,065	10,885	236	6,335	233	1	376	-	15,032	496	-	$ 43,029
Vehicle Sales, Parts & Services	-	1,732	11,558	74	81	86	-	5	-	4,287	653	-	$ 18,476
Restaurant, Bars & Liquor Stores	-	36,177	24,982	1	3,476	-	-	-	-	1,152	-	-	$ 65,788
Gas & Convenience Stores	-	1,188	6,192	-	-	-	-	1	-	307	-	-	$ 7,688
Grand Total	**$ 5,460**	**$ 152,954**	**$ 211,528**	**$ 1,104**	**$ 79,871**	**$ 498**	**$ 2**	**$ 1,595**	**$ 10**	**$ 255,378**	**$ 21,533**	**$ -**	**$ 729,932**

GUNNISON COUNTY

Taxes by Industry and Jurisdiction

YTD through December 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	Grand Total
Amusement & Entertainment	4,445	90,661	79,749	109	65,075	7	-	55	-	37,865	4	-	$ 277,969
Bldg Material & Trades	844	246,685	407,365	656	17,201	329	-	1,604	73	125,804	8,787	-	$ 809,348
Clothing Stores	10	56,496	20,145	28	14,719	62	3	35	4	883	7	-	$ 92,394
Department Stores	3	3	199,828	6	-	12	-	8	2	1	1	-	$ 199,863
Furniture & Appliance Stores	-	46,180	21,813	845	1,827	86	-	427	-	19,536	507	-	$ 91,221
Grocery Stores	-	166,924	626,610	67	1,173	-	-	90	-	3,297	74	-	$ 798,235
Lodging	37,220	123,931	119,877	5,640	330,487	435	-	8,745	3,759	150,665	473	-	$ 781,233
Manufacturing	238	58,808	87,199	864	7,975	384	7	449	4	20,301	32,295	-	$ 208,524
Marijuana	-	26,737	41,825	-	-	-	-	-	-	-	-	-	$ 68,562
Miscellaneous Services	20,167	152,781	165,717	2,042	111,606	2,512	7	3,376	0	154,901	13,759	0	$ 626,870
Online Sales	-	8	21	0	-	-	-	-	-	1,521,103	0	-	$ 1,521,132
Ranching & Agriculture	-	1,118	867	1	2	-	-	-	-	20	-	-	$ 2,007
Specialty Shops	105	97,678	160,111	2,020	5,204	121	308	1,041	10	84,177	21,288	46	$ 372,108
Utilities	18,219	53,206	83,265	2,197	58,481	1,826	15	3,051	0	147,929	3,199	-	$ 371,388
Vehicle Sales, Parts & Services	10	19,287	168,455	564	607	293	-	1,960	16	50,306	1,956	-	$ 243,453
Restaurant, Bars & Liquor Stores	-	472,198	362,307	16,263	29,214	-	-	725	-	29,722	10	-	$ 910,439
Gas & Convenience Stores	9	15,554	77,042	15	-	-	-	2,878	-	5,472	12,386	-	$ 113,355
Grand Total	**$ 81,270**	**$ 1,628,257**	**$ 2,622,197**	**$ 31,316**	**$ 643,570**	**$ 6,067**	**$ 340**	**$ 24,445**	**$ 3,868**	**$ 2,351,981**	**$ 94,745**	**$ 46**	**$ 7,488,102**

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
Marble Only Collections	*233.00*	*495.00*	*1,071.00*	*378.00*	*1,125.00*	*5,321.48*	*3,695.00*	*2,715.00*	*7,583.00*	*1,571.00*	*990.76*	1,712.00		
Non Marble Collections	*301,990.00*	*459,186.85*	*482,809.95*	*93,104.00*	*127,625.00*	*333,358.98*	*522,970.00*	*419,601.88*	*427,044.00*	*181,679.00*	*125,194.00*	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
Current Total Distribution	$ 302,775.95	$ 460,839.69	$ 484,547.29	$ 94,124.05	$ 129,222.22	$ 327,920.32	$ 527,404.17	$ 423,718.24	$ 435,261.90	$ 184,134.26	$ 126,797.40	$ 354,231.67	$ 3,850,977.16	$ 3,850,977.16
% Change over previous year (cumulative)	*-5.02%*	*40.64%*	*11.88%*	*-2.64%*	*3.81%*	*12.20%*	*5.81%*	*18.56%*	*-4.02%*	*-16.05%*	*-0.20%*	*2.81%*	7.17%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 3,593,236.30
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*	-1.38%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 3,643,346.10
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*	*4.94%*	*4.39%*	4.39%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 3,489,999.51
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	
YEAR	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$ 304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 2,437,274.54
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$ 258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 2,188,305.39
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Totals**	**Year to Date**
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		

Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$ 242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 2,132,217.13
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$ 227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 1,909,229.74
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$ 194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 1,731,330.04
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$ 208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 1,507,470.07
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

GUNNISON COUNTY

LMD Taxes by Jurisdiction

YTD through December 2024

YEAR 2024	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	2,446	70,997	22,957	233	402	455	272	-	164,641	39,918	455	$ 302,776
February	4,243	71,490	22,597	495	36	116	230	-	305,295	55,519	819	$ 460,840
March	3,549	79,674	36,929	1,071	67	253	208	-	292,509	69,623	664	$ 484,547
April	1,646	14,439	9,361	378	132	4	461	-	45,906	21,189	608	$ 94,124
May	8,931	13,019	35,418	1,125	26	183	788	-	39,698	29,604	430	$ 129,222
June	26,714	58,935	59,049	5,321	57	982	3,814		108,867	74,951	(10,770)	$ 327,920
July	33,710	95,784	71,044	3,695	296	534	2,265	-	209,912	109,435	729	$ 527,404
August	27,722	78,292	60,648	2,715	305	542	617		134,312	117,745	820	$ 423,718
September	14,683	81,695	65,912	7,583	60	2,406	334	-	173,552	88,428	609	$ 435,262
October	6,717	27,033	57,615	1,571	160	(140)	366	9	56,202	33,794	807	$ 184,134
November	4,038	23,907	17,074	991	148	281	160	236	54,810	24,589	565	$ 126,797
December	2,106	59,382	35,277	1,712	111	297	125	-	192,003	62,963	256	$ 354,232
Grand Total	$ 136,505	$ 674,646	$ 493,881	$ 26,890	$ 1,800	$ 5,913	$ 9,640	$ 245	$ 1,777,707	$ 727,758	$ (4,008)	$ 3,850,977

GUNNISON COUNTY

LMD Taxes by Jurisdiction

YTD through December 2023

YEAR 2023	Almont	Crested Butte	Gunnison	Marble	Ohio City	Pitkin	Powderhorn	Somerset	Mt Crested Butte	Gunnison County	Program Cost	Grand Total
January	3,665	80,485	20,102	584		228	273	531	173,293	39,316	297	$ 318,774
February	4,045	86,575	18,630	(362)	29	317	58	177	183,692	34,080	424	$ 327,665
March	2,894	97,052	36,773	926	55	126	224	27	253,661	40,929	446	$ 433,113
April	1,496	20,093	14,004	318	37	231	643		44,832	14,634	386	$ 96,674
May	8,539	18,676	22,552	600	161	124	488	9	46,901	25,992	443	$ 124,485
June	20,567	57,031	64,907	2,512	196	761	5,070		78,627	72,486	(9,893)	$ 292,264
July	36,771	125,482	58,596	2,919	482	1,490	5,520		158,286	108,854	65	$ 498,465
August	31,979	85,149	64,356	1,950	324	592	606		104,205	67,382	830	$ 357,373
September	20,666	86,059	89,441	5,775	221	3,711	549		169,130	77,218	726	$ 453,496
October	9,136	35,953	34,185	1,270	272	166	386		63,240	73,762	979	$ 219,349
November	5,332	19,017	20,253	564	114	31	319		55,994	24,865	557	$ 127,046
December	2,374	63,132	30,013	1,408	103	324			197,897	48,956	326	$ 344,533
Grand Total	$ 147,464	$ 774,704	$ 473,812	$ 18,464	$ 1,994	$ 8,101	$ 14,136	$ 744	$ 1,529,758	$ 628,474	$ (4,414)	$ 3,593,236

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present monthly and investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@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\jcattles Discharge Date: 2/14/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/18/2025

Revised April 2015

TREASURER'S MONTHLY REPORT FOR JANUARY 2025

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	$	$	$	$
Due from Tre-County General	6,979,303.54	830,690.14	(3,222,577.45)	4,587,416.23
Due from Tre-Road & Bridge	4,428,574.08	44,552.81	(293,461.54)	4,179,665.35
Due from Tre-Human Services	905,479.21	57,109.47	(65,182.68)	897,406.00
Due from Tre-Public Health Agency	112,519.05	46,716.98	(124,843.59)	34,392.44
Due from Tre-Conservation Trust	324,343.07	22,838.33	-	347,181.40
Due from Tre-Bond Fund	713,531.91	287.81	(713,073.88)	745.84
Due from Tre-Airport	1,399,306.08	68,273.74	(158,145.97)	1,309,433.85
Due from Tre-Sales Tax	4,863,266.44	291,851.45	(30.11)	5,155,087.78
Due from Tre-Land Preservation	2,020,823.55	74,445.86	-	2,095,269.41
Due from Tre-Mosquito	32,838.11	28,220.28	(245.05)	60,813.34
Due from Tre-Sage Grouse	399,569.06	2,685.16	-	402,254.22
Due from Tre-Risk Management	1,890.32	13,600.01	(21.60)	15,468.73
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	294,208.53	7,873.74	(300,432.82)	1,649.45
Due from Tre-Sewer	1,161,240.21	207,501.25	(201,036.60)	1,167,704.86
Due from Tre-Water	824,363.20	2,504.04	(33,358.18)	793,509.06
Due from Tre-Solid Waste	699,718.50	110,022.93	(225,823.29)	583,918.14
Due from Tre-Housing Authority	161,327.41	22,744.35	(183,505.59)	566.17
Due from Tre-Gunn Sr Housing	219,674.83	35,335.92	-	255,010.75
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	599.55	117,258.66	(31,191.86)	86,666.35
Due from Tre-Internal Service II	987.02	1,567.81	(1,743.98)	810.85
Due from Tre-Insurance Trust	2,166,827.85	93,631.51	-	2,260,459.36
Due from Tre-Local Marketing District	1,906,193.96	104,963.76	-	2,011,157.72
Due from Tre-Rural Trans Auth	5,297,690.41	24,778.74	(132,132.94)	5,190,336.21
Due from Tre-Public Trustee Agency	132.35	4,000.00	(4,045.35)	87.00
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	350.00	(350.00)	-
Due from Tre-Treas Fees	-	53,422.91	(53,422.91)	-
Due from Tre-Health Claims	150,949.16	213,141.03	(221,220.66)	142,869.53
Due from Tre-Landfill Closure	1,388,907.87	8,369.62	-	1,397,277.49
Due from Tre-Landfill Cons Resv	1,916,983.59	21,893.56	-	1,938,877.15
Due from Tre-Payroll Clearing	16,200.78	1,431,265.84	(1,440,155.01)	7,311.61
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	14,479.01	0.11	(14,440.45)	38.67
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,032,426.57	4,986,177.71	(5,268,682.62)	749,921.66
Due from Tre-Finance Revenue Clearing	45,753.84	1,995,199.15	(1,995,199.15)	45,753.84
Due from Tre-Water Resource	50,832.73	146.39	-	50,979.12
Due from Tre-Workforce Impact Fees	407,181.29	1,172.63	-	408,353.92
Due from Tre-Living Community	70.33	43,123.58	(3,951.86)	39,242.05
COUNTY FUNDS TOTAL	40,534,090.30	10,967,717.28	(14,688,275.14)	36,813,532.44
CITIES AND TOWNS	$	$	$	$
Due from Tre-Crested Butte General	7,674.70	25,910.07	(9,007.79)	24,576.98
Due from Tre-Crested Butte Street/Alley	-	73,959.69	(6,321.72)	67,637.97
Due from Tre-Gunnison City General	3,548.28	15,192.08	(3,817.92)	14,922.44
Due from Tre-Marble General	220.99	2,021.30	(259.42)	1,982.87
Due from Tre-Mt Crested Butte General	9,011.09	90,893.40	(33,206.13)	66,698.36
Due from Tre-Pitkin General	185.28	2,339.23	(291.34)	2,233.17
CITIES AND TOWNS TOTAL	20,640.34	210,315.77	(52,904.32)	178,051.79
SCHOOLS	$	$	$	$
Due from Tre-Gunn RE1J Gen	127,788.45	859,430.85	(199,818.62)	787,400.68
Due from Tre-Gunn RE1J Bond	573.97	376,739.31	(37,409.20)	339,904.08
Due from Tre-Delta 50J General	8,422.13	20,889.21	(8,452.50)	20,858.84
Due from Tre-Delta 50J Bond	-	1,783.54	-	1,783.54
Due from Tre-Montrose RE1J General	939.45	9,759.70	(2,200.71)	8,498.44
Due from Tre-Montrose RE1J Bond	-	782.26	(120.09)	662.17
Due from Tre-Reij 2014 Mill Override	207.10	99,992.64	(10,228.54)	89,971.20

SCHOOLS TOTAL	137,931.10	1,369,377.51	(258,229.66)	1,249,078.95
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	681.47	707.59	(681.47)	707.59
Due From Tre-Gunn Rising #3	2.69	2.80	(2.69)	2.80
Due From Tre-Gunn Rising #4	2.09	2.18	(2.09)	2.18
Due from Tre-CO River Water CD	2,434.13	24,394.40	(5,136.82)	21,691.71
Due from Tre-Reserve MD2	732.64	12,229.40	(4,021.58)	8,940.46
Due from Tre-Mt Crested Butte DDA	-	43,255.39	(2,153.70)	41,101.69
Due from Tre-Bostwick Park Water CD	14.68	35.47	(15.29)	34.86
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	1,950.13	12,388.30	(2,261.03)	12,077.40
Due from Tre-Mt CB Water/San	5,246.73	58,350.35	(19,562.50)	44,034.58
Due from Tre-East River Regional SD	480.05	5,478.05	(901.05)	5,057.05
Due from Tre-Cemetery	1,090.64	8,345.17	(2,032.78)	7,403.03
Due from Tre-Gunn Co Metro Rec Dist	4,466.89	45,709.32	(9,691.92)	40,484.29
Due from Tre-N Fork Water CD	131.38	250.94	(134.82)	247.50
Due from Tre-Skyland MD	3,395.07	49,544.98	(6,871.44)	46,068.61
Due from Tre-Upper Gunn Water CD	8,556.87	86,345.81	(18,544.81)	76,357.87
Due from Tre-Crested Butte Fire PD	22,789.86	288,739.80	(55,425.13)	256,104.53
Due from Tre-Gunn Co Fire PD	4,843.04	42,557.11	(10,294.09)	37,106.06
Due from Tre-Carbondale & Rural Fire PD	1,160.32	15,375.66	(2,563.31)	13,972.67
Due from Tre-Ragged Mt Fire PD	579.42	1,820.22	(615.99)	1,783.65
Due from Tre-Arrowhead Fire PD	334.30	2,726.16	(624.36)	2,436.10
Due From Tre-Library General Fund	10,536.91	100,109.05	(21,974.14)	88,671.82
Due From Tre-Reserve MD#2 BOND 2016A	2,373.32	35,177.00	(11,736.23)	25,814.09
Due From Tre-North Fork Ambulance Health Service Di	1,563.45	4,875.20	(1,783.17)	4,655.48
Due From Tre-Reserve MD #2 BOND 2016B	285.82	4,773.14	(1,567.04)	3,491.92
Due From Tre-Reserve MD #2 BOND 2016C	254.09	4,461.51	(1,613.47)	3,102.13
Due From Tre-Crested Butte Fire PD Bond	7,205.05	82,351.04	(17,304.34)	72,251.75
Due From Tre-Gunn Co Metro Rec North	5,635.59	64,591.62	(12,242.96)	57,984.25
IMPROVEMENT DISTRICTS TOTAL	86,746.63	994,597.66	(209,758.22)	871,586.07
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	470,274.18	618,188.53	(611,394.69)	477,068.02
Due from Tre-Clerk Sales Tax	-	66,534.51	(66,534.51)	-
Due from Tre-SOT	-	310,755.26	(310,755.26)	-
Due from Tre-State Auto	-	253,832.39	(253,832.39)	-
Due from Tre-Clerk ST Domestic Abuse	-	140.00	-	140.00
Due from Tre-Clerk State Registrar	-	21.00	(21.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	820.00	(820.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	37,775.28	37,775.28	(75,550.56)	-
Due from Tre-Investment Interest	-	114,070.41	(114,070.41)	-
Due from Tre-Treas Deed	3,636.93	1,845.28	(1,003.86)	4,478.35
Due from Tre-Unused Remittances	89,262.59	67,755.26	(156,899.21)	118.64
Due from Tre-Elected Official Fees Clrg	18,414.61	49,118.64	(51,879.05)	15,654.20
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	619,363.59	1,520,856.56	(1,642,760.94)	497,459.21
GRAND TOTALS	**41,398,771.96**	**15,062,864.78**	**(16,851,928.28)**	**39,609,708.46**

TO THE HONORABLE LAURA PUCKETT DANIELS , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of January 2024

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Laura Puckett Daniels
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Monthly Investment Report
January 31 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	203,020.98			Cash	
BMO	1101	329,290.87	0.00%		Chkg	
BMO CC	1103	1,603,051.93	0.00%		Chkg	
BMO MM	1104	1,313,854.59	3.75%		MM	
BMO Sheriff Account	1109	23,705.60	0.00%		Chkg	
Wells Fargo Warrant Clearing	1145	1,410,526.12	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	323,603.03	0.00%		Chkg	
Colotrust Plus	1118	825,969.29	4.71%		Pool	
C-Safe	1121	1,106,337.44	4.77%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	37,076.03	1.24%			
TOTAL CASH AND CHECKING		7,330,597.56		18.51%		
INVESTMonthlyENTS						
FHLB AXXH6	1154	551,299.65	5.00%		AG	12/6/28
FHLMC GYTW2	1168	501,600.50	5.30%		AG	6/14/27
FHLB AVQF2	1172	500,806.00	5.00%		AG	4/24/28
FHLB AVLU4	1174	499,280.00	4.85%		AG	4/25/28
FHLB AVK50	1175	500,806.00	5.00%		AG	4/24/28
United Fidelity Bank GA56	1189	248,949.40	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	248,664.46	4.85%		CD	3/29/27
Ally Bank GM42	1191	247,282.42	5.05%		CD	3/23/26
FHLB AUUA0	1194	500,047.50	5.00%		AG	2/9/28
FHLB ATBS5	1204	498,243.00	4.00%		AG	9/29/26
FHLMC GXN91	1207	696,998.25	4.00%		AG	8/24/27
Synchrony Bank EXB81	1208	244,114.08	3.40%		CD	7/29/25
Discover Bank 3N361	1209	242,372.62	3.45%		CD	7/29/26
US Treasury CCF68	1210	477,812.50	0.75%		T	5/31/26
FHLMC GXXR0	1211	497,930.00	3.32%		AG	6/30/25
FHLMC GXYD0	1212	496,859.00	3.25%		AG	6/30/27
Capital One Bank USA HF75	1213	241,080.00	3.45%		CD	6/29/27
American Express AD582	1214	240,812.95	3.40%		CD	6/29/27
FHLB ASGP8	1215	509,347.20	4.10%		AG	7/14/25
FHLMC GXZT4	1216	499,166.00	4.00%		AG	7/14/25
FHLB ARUR0	1217	489,074.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	480,468.50	0.50%		T	2/28/26
FHLB AR6F3	1219	498,303.50	2.00%		AG	3/24/25
FHLB ARC33	1220	575,538.60	2.30%		AG	3/29/27
FHLB AR7M7	1221	492,525.50	2.00%		AG	9/30/25
US Treasury 8Z781	1222	474,296.50	1.50%		T	1/31/27
FHLBB AQFB4	1223	488,477.50	1.00%		AG	12/30/25
FHLB APLK9	1225	475,292.00	1.28%		AG	10/28/26
FHLB APH40	1226	473,530.00	1.06%		AG	10/21/26
FHLB ANG95	1227	477,511.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	232,211.73	0.85%		cd	9/30/26
FHLB ANJK7	1229	949,197.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	340,002.25	0.75%		AG	11/28/25
FFCB EMZW5	1233	494,831.50	0.73%		AG	5/19/25
FHLB AMJN3	1234	479,489.00	1.03%		AG	5/26/26
FHLB AMDY5	1235	479,554.50	1.00%		AG	5/20/26
FHLB AMDV1	1236	480,260.50	1.05%		AG	5/12/26
FHLB ALW26	1237	496,179.50	0.75%		AG	4/22/25
FHLB ALW67	1238	481,429.50	1.10%		AG	4/22/26
FHLB ALV68	1240	481,905.50	1.03%		AG	3/30/26
FHLB ALM43	1241	488,558.00	0.75%		AG	9/30/25
FHLB ALMM3	1242	481,738.00	1.00%		AG	3/30/26
FHLB AKWS1	1243	481,179.50	0.53%		AG	2/17/26
FHLB ALA53	1244	481,113.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	475,046.18	0.60%		AG	12/9/25
FAMC 2B3F5	1246	291,287.70	0.60%		AG	11/20/25
FHLMC GXAP9	1248	485,841.50	0.60%		AG	11/12/25
JP Morgan UNC9	1250	235,665.50	0.40%		CD	9/30/25
Bank of Baroda HMT7	1260	240,998.17	0.65%		CD	7/22/25
Texas Exchange Bank THU7	1263	242,018.84	1.00%		CD	6/19/25
Toyota Financial Savings MJS1	1264	241,646.19	0.80%		CD	6/30/25
Park State Bank VAB7	1265	242,543.63	0.90%		CD	5/22/25
Capital One Bank RPN5	1271	243,645.64	1.45%		CD	4/15/25
Gunnison Bank and Trust	1283	matured				
Western States Bank	1309	532,447.35	4.35%		CD	2/17/25
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
Morgan Stanley RRBB	1338	matured				
InBank Bank 9156	1402	234,083.46	3.88%		CD	3/21/25
Redstone Bank	1449	253,384.87	4.45%		CD	5/16/25
Morgan Stanley DGT9	1489	250,595.45	5.05%		CD	11/8/28
FHLMC H1RN5	1493	250,021.00	5.25%		AG	2/7/29
FFCB EP6X8	1494	500,824.50	5.37%		AG	4/2/29
FFCB ERCW9	1495	501,450.00	5.63%		AG	4/30/29
FHLB 1AC1	1496	607,905.60	5.30%		AG	5/1/29
FFCB ERFL0	1497	501,730.00	5.52%		AG	5/29/29
FNMA GAUJ8	1499	278,428.18	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	487,503.50	4.00%		AG	9/13/29
FFCB ERVL2	1501	992,315.00	4.62%		AG	10/1/29
FHLB B33X9	1502	495,127.00	4.50%		AG	10/9/29
FHLB B3BB8	1503	498,950.00	5.00%		AG	10/22/29
FHLMC HAQR7	1504	496,913.00	4.65%		AG	10/9/29
FHLB B3F99	1505	499,351.50	5.05%		AG	10/30/29
FNMA GAY39	1506	499,857.00	5.00%		AG	10/30/29
First National Bank Oxford	1507	243,964.14	4.40%		CD	12/11/29
Truist Bank	1508	243,361.44	4.50%		CD	12/19/29
FNMA GA3M9	1509	499,090.50	5.05%		AG	12/20/29
TOTAL INVESTMENTS		32,282,136.45		81.49%		
Cash per Treasurer's Ledger		39,612,734.01		100.00%		
Plus Pending Disbursements		(3,025.55)				
Total Due to All Funds		39,609,708.46				

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for February 18, 2025
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

9:15 am

- Call to Order; Agenda Review

- Minutes Approval
  1. December 17, 2024

- Contract Amendment #5; 2021CMIP028; Health and Human Services; 7/1/2020 to 6/30/2025; $7.097.62

- Finalize 2025 Meeting Plan and Board Organization

- Program Updates:
  1. Child Support Services (CSS)
  2. Management Evaluation (ME) Update

- Legislative Updates:

- Next Meeting: April 15, 2025

9:45 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios 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: DRAFT HS Minutes; 12/17/2024

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

DRAFT HS Minutes; 12/17/2024

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\jcattles Discharge Date: 2/14/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 2/18/2025

Revised April 2015

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
December 17, 2024

The December 17, 2024 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Commissioner
Laura Puckett Daniels, Commissioner
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health, Human & Safety Services
Matthew Birnie, County Manager
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Houck called the meeting to order at 10:47 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the meeting minutes for October 15, 2024 as presented. Motion carried unanimously.

1. October 15, 2024

MEMORANDUM OF UNDERSTANDING; PROWERS COUNTY; HOTLINE COUNTY CONNECTION CENTER; 1/1/2025 TO 12/31/2025

ACM Reynolds relayed there is a contract for Gunnison and for Hinsdale and the contract outlines the cost. When they receive a call, they will contact an on call worker and the Hotline County Connection Center is paid for taking the call. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the MOU with Prowers County for the Hotline County Connection Center for the calendar year of 2025 and authorize the Chair's signature on the MOU.

ACM Reynolds commented she will also be reaching out to the Commissioners regarding the schedule of meetings for next year. Commissioner Levine also confirmed he will continue to represent Hinsdale County in this capacity.

ADJOURN: Commissioner Houck adjourned the meeting at 10:52 am.

Minutes Prepared By:

_____
Holly Perry, Clerk to the Board

Minutes Approved (insert date):

_____
Jonathan Houck, Chairperson

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #5; 2021CMIP028; Health and Hum

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Department of Health Care Policy and Financing

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

Summary:

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada Discharge Date: 12/12/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Legally sufficient. SO 12/16/24

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/16/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/21/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2025

Revised April 2015

STATE OF COLORADO CONTRACT MODIFICATION
CONTRACT AMENDMENT #5

State Agency
Department of Health Care Policy and Financing
Contractor
Hinsdale County
Original Contract Number
2021CMIP028
Amendment Contract Number
22-171376A5

Contract Performance Beginning Date
July 1, 2020
Current Contract Expiration Date
June 30, 2025
Current Contract Maximum Amount

Initial Term	
State Fiscal Year 2021	$0
Extension Terms	
State Fiscal Year 2022	$6072.29
State Fiscal Year 2023	$80,11.3
State Fiscal Year 2024	$7,392.10
State Fiscal Year 2025	$7,097.62
Total for all State Fiscal Years	**$20,562.01**

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.

CONTRACTOR
Hinsdale County

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date:_____

Date:_____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, 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 Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor and the State.

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown 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 Contractor 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.

A. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility, and cooperation with other Medical Assistance-related entities. This Amendment includes modifications to existing Performance Incentives.

5. MODIFICATIONS

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

A. Exhibit A-2, Statement of Work is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work which follows.

B. Exhibit B-2, Rates is hereby deleted in its entirety and replaced with Exhibit B-3, Rates which follows.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to

the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT A-3, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant - An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.

1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.

1.1.3. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as one (1) Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. Child Health Plan Plus (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.

1.1.6. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.7. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.8. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.

1.1.9. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.

1.1.10. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.11. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.12. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.13. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.14 County Incentives Program Guide - This guide provides an overview of the County Incentive Program, including how to operate effectively, tools for improvement, and using performance data to meet targets and enhance business processes.

1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.

1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.18. Exception – is a contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.19. Exemption – is a contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.20. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (https://hcpf.colorado.gov/memo-series).

1.1.21. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.

1.1.22. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.23. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.24. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.25. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.

1.1.26. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.27. MCC – Health First Colorado Member Contact Center

1.1.28. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.29. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and the county's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.30. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.31. Performance Coaching Workbook - a tool provided by HCPF to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.32. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.33. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.34. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.35.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.35.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.36. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.37. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.38. Status Report - a communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.39. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and the county's actual performance.

1.1.40. Target - a specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.41. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.42. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) Calendar Days.

1.1.43. Timely Renewal - A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you'll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.

1.1.44. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.45. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you'll get 30 Calendar Days from the packet received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

1.1.46. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's county, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. Contractor shall utilize policy, operational and informational guidance provided in this Exhibit, the County Incentives Program Guide and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.

3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five (5) Business Days commencing the day following the issuance date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five Business Days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

4. **PERFORMANCE INCENTIVES STANDARD PROGRAM**

4.1. Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, and/or deliverables as outlined in each Performance Incentive Standard.

4.2. Accuracy Performance Incentive Standard

4.2.1. Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section.

4.2.1.1 which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. The accuracy performance incentive payment will be 75% for the Incorrect Eligibility Determination Measure that is met and 25% for Errors That Do Not Impact Eligibility that is met. The accuracy performance incentive payment shall be allocated as follows: 75% of the total incentive shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. Accuracy Performance Incentive Payment will be 40% of the total amount for this Performance Incentive.

4.2.1.1. Accuracy Targets

4.2.1.1.1 Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes. only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties.

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

4.2.1.4.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. Contractor must respond to documentation requests and error findings within ten (10) Business Days of the request to ensure EQA case reviews are completed timely.

4.2.1.4.1.3. Contractor must respond to the Department's EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) Business Days.

4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.4.1.5 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The twelve (12) consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.

4.2.1.5.2. The Department shall use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the fiscal year to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

4.2.1.6. Review Sample Size Exemptions

4.2.1.6.1. If Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.6.2. Definition of Review Sample Size

4.2.1.6.3. Contractor with twenty (20) or fewer quality assurance case reviews in the twelve (12) consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.

4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:

4.2.1.6.5.1. Tier 1 target percentage (%): Contractor with twenty (20) or more quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.5.2. Tier 2 target percentage (%): Contractor with fewer than twenty (20) quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit B-1 for the Review Sample Size Exemption Process.

4.2.1.6.6.2. Definition of Similar Error(s)

4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.6.4. If Contractor meets only one target with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.6.5. Contractor that does not meet both targets with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.

4.2.1.6.6.6. Notification of Review Sample Size Exemption

4.2.1.6.6.7. If Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.

4.2.1.6.6.10. Contractor shall submit any additional documentation requested for the exemption process to the County Relations web form (https://hcpfdev.secure.force.com/HCPFCountyRelations) within ten (10) Business Days from the day of notification (Ticket Type = County Incentives) or the County Relations email address.

4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. The Accuracy Performance Incentive Payment shall be allocated as follows: 75% of the total Performance

Incentive Payment shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. TARGETS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2

4.3. Performance Compliance Performance Incentive Standard

4.3.1. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 1 when Contractor meets at least three (3) out of four (4) following Targets:

4.3.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1 Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets four (4) out of the six (6) of the following Targets:

4.3.1.1.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.1.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.1.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.1.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1.5 Renewal Timeliness, NON-LTSS

4.3.1.1.1.6 Pending Exceeding Processing Guidelines (EPG), Renewals NON-LTSS

4.3.1.1.1.1. To earn the full Performance Incentive Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 24-25. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau .

4.3.2.2. If HCPF determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.3.2.2.1. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP), the County Incentives Program Guide or HCPF Memo Series guidance. Contractor shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1. Timeliness of Determinations

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations. Application Timeliness of Determinations 90 Calendar Days, shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled on the 3rd of each month and after the end of the first and second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.2. Application Timeliness of Determinations, 90 Calendar Days

4.3.4.2.1. Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the first and second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places. The MAP Applications Dashboard data will be pulled on the 3rd of each month.

4.3.4.2.2.1 Timeliness of Renewals

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Renewals Non-LTSS as Timely Renewals as defined in section 1.1.39.

4.3.4.1.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the Second Reporting Period and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals

4.3.4.3.1 Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the second Reporting Period. Contractor must be at or below the targets specified below:

4.3.4.3.2. Contractor Targets Pending EPG Table

County Size	**App EPG 45 Target**
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.4.3.2 The Department shall conduct performance monitoring of Renewal Long-Term Services and Supports (LTSS) Exceeding Processing Guidelines (EPG) and LTSS Renewal Timeliness on an ongoing basis, as a part of regular operations. If the Department identifies any performance compliance issues or concerns, the Department may utilize the existing MAP Dashboard performance management process. This may include issuing a Management Decision Letter as outlined in Operational Memo 21-078 - HCPF OM 21-078.

4.3.4.3.3. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45 and EPG 90 for the First Reporting Period. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS for the Second Reporting Period.

4.3.4.3.3.2. The Department will round the Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS averages to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If Contractor processes a total of one hundred (100) or fewer 45 Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If Contractor processes a total of ten (10) or fewer 90 Days Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 Days Determinations percentage target so long as they had four (4) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, EPG Renewal Non-LTSS measures, and EPG Renewal LTSS.

4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations and Renewal targets as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. TARGET: three (3) out of the following four (4) targets are met for reporting period 1.

4.3.7.1. ≥ 95.00% timeliness average over the first Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.7.2. ≥ 95.00% timeliness average over the first Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.7.3. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.4. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.7.5. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.6. Applications 90 days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.8. TARGET: four (4) out of the following six (6) targets are met in the second reporting period:

4.3.8.1. ≥ 95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.8.2. ≥ 95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.8.3. ≥ 95.00% timeliness average over the second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.8.4. ≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.8.6. ≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.8.8. ≤ Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.7.2 To earn the full Performance Compliance Performance Incentive Payment, Contractor must meet the targets outlined in both First Status Report and Second Status Report for FY 24-25. Each status report achieved will contribute 50% toward the total earnings. If only one status report is met, partial earnings

will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful and culturally appropriate customer service to Medical Assistance applicants and members.

4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from the Tier 2 to Tier 1 are allowable.

4.3.9. Customer Service Tier 1

4.3.9.1. If Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify Contractor as Tier 1 to determine what Contractor’s required targets and deliverables are.

4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If Contractor is classified as Tier 1, Contractor is understood to have an active call center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2025 data is due by July 3, 2025.

4.3.9.1.1.6. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2025.

4.3.9.1.1.8. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of Fiscal Year 2024-25. This joint determination will take place during the first technical assistance meeting, scheduled for August 2024, as mandated for that fiscal year. The ASA performance targets shall be calculated as an average over either the six-month period from January 2025 to June 2025 or the 12 month period from July 2024 to June 2025. The finalized targets will be communicated through the HCPF Memo Series.

4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2025.

4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.

4.3.9.1.1.11. Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform.

4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if Contractor's data indicates additional support is necessary to meet the ASA targets.

4.3.9.1.1.13. Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.

4.3.10. Customer Service Tier 2

4.3.10.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department shall determine what Contractor's required metrics, targets and deliverables are.

4.3.10.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a call center (defined as at least one or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.

4.3.10.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY2022-23 and submit a report in FY 24-25 Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan.

4.3.10.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in FY 2022-23 or FY 2023-24, Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2024-25 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.

4.3.10.3.1.2. The Customer Service Survey shall be managed by the Colorado Department of Health Care Policy and Financing (HCPF). Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by HCPF to all members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.

4.3.10.3.1.3. Contractor's baseline for member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of member satisfaction based on the established baseline.

4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.

4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:

4.3.10.3.1.6. Who is responsible for Contractor's Outreach Plan.

4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey.

4.3.10.3.1.8. How Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey.

4.3.10.3.1.9. How Contractor tracks and monitors its participation rate based on Department-provided data.

4.3.10.3.1.10. No template is provided to Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on Contractor's letterhead.

4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.3.11.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if Contractor was classified by the Department as Customer Service Tier 1.

4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.

4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

4.3.12. PERFORMANCE TARGETS:
4.3.12.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall be at or below for the each Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed the following maximums:

4.3.12.1.1. For the First Reporting Period from July 2024 to December 2024, no ASA target shall exceed 30 minutes

4.3.12.1.2. For the Second Reporting Period from January 2025 to June 2025, no ASA target shall exceed 25 minutes

4.3.12.1.3. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.3.12.2 Contractor is required to complete all necessary participation in technical assistance sessions with the Member Contact Center (MCC) as scheduled. Contractor must submit call center reporting data in accordance with the specifications outlined in sections 4.3.9.1.1.4 and 4.3.9.1.1.5 of this agreement. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.12.3. Tier 2: Contractor shall submit a report detailing the implementation of each customer service plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by each county to address member calls. This data will Include but is not limited to:

4.3.12.3.1. Current phone system (name/company: Cisco, 360 Connect, Vonage etc.)
4.3.12.3.2. Is your county task based or caseload based? Or a mixture of both? Is the caseload shared or individualized?
4.3.12.3.3. At your site which staff are responsible to answer inbound calls from members (Ex: staff at the front desk answer incoming calls or an eligibility technician is tasked with answering the phones, and this task is rotated amongst eligibility technicians daily)?

4.3.12.3.4. Expectations around returning phone calls (Calls are sent to eligibility, calls are returned by dedicated call takers, expected timeline of response, etc.):

4.3.12.3.5. Method for ensuring expectations are met (inbound/outbound calls are tracked and how they are tracked, or calls are monitored by leadership for internal escalations and such and are tracked by leadership)

4.3.12.4. Expectations for completing this report will be provided in the HCPF Memo Series.

4.3.12.4.1. Contractor is expected to achieve one of the following targets over the fiscal year:

4.3.12.4.2. An increase of 3% in customer service survey response rates, averaged over the fiscal year, compared to the baseline survey conducted in May 2023.

4.3.12.4.3. A baseline score of at least 3 out of 5 (three out of five) stars on customer service surveys over the fiscal year.

4.3.12.5 If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2023-234, Contractor is required to submit such a plan in Fiscal Year 2024-25 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

5. SEMI-ANNUAL REPORTING
5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2024-25 will be provided in HCPF Memo Series.

6. EXEMPTIONS

6.1. Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

6.2. Definition of Unusual Circumstances

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which Contractor had direct knowledge or control over, including Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.

6.3. Process for Unusual Circumstances Exemption Requests

6.3.1. The process for Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (https://hcpfdev.secure.force.com/HCPFCountyRelations) or email HCPF_CountyRelations@state.co.us

6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.

6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.

6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.

6.4.2.2. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.

6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Performance Incentive Standards.

6.4.5. Non-Allowable Exemption Reasons

6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:

6.4.5.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

6.4.5.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standards eligible for exemption requests.

6.4.5.1.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series and the County Incentives Program Guide, that resulted

in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

6.4.5.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

6.4.5.1.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

6.4.5.1.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.

6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.

6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.

6.5.1.1. Customer Service Performance Incentive Standard

6.5.1.2. Accuracy Performance Incentive Standard

6.5.1.3. Performance Compliance Incentive Standard

7. NOTIFICATIONS

7.1. After each Reporting Period, Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.

7.1.1. Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will be scored individually and the Final Status Report will outline final payment estimated earnings based on meeting the targets for each reporting period.

7.2. After the conclusion of the fiscal year, the Department will provide Contractor a Final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by Contractor.

7.2.1. The Final Status Report cannot be disputed; if Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the Final Status Report will be sent to the county human/social services director and will act as the official notification of Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or final Status Reports.

7.5. The Final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

8.1.1. In the event Contractor disagrees with the findings of the official notification as found in section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.1.1. The Final Status Report cannot be disputed per section 7.2.1.

8.1.1.1.1. Contractor shall have a period of five (5) Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

8.1.1.1.1.1. If Contractor fails to dispute the Reporting Period Status Report within five (5) Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status

Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2. Allowable Disputes

8.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.2. Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.2.1. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.

8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by- case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3. Non-Allowable Disputes

8.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standard.

8.3.1.3. Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the Memo Series and County Incentives Program Guide, that resulted in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. COMPENSATION

9.1. Compensation

9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay Contractor, after the end of the state fiscal year (SFY) in which the work was performed, Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay Contractor an Accuracy Performance Incentive Payment, if applicable, after the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section 4.2.1.1, which includes Target for Inaccurate Eligibility Determination Rate and Target for Errors That Do Not Impact Eligibility. If Contractor only meets one target, the Accuracy Performance Incentive Payment will be either 75% or 25% of the total amount for this Performance Incentive Standard as defined in section 4.2.1.

9.1.1.1.2. The Department shall pay Contractor a Performance Compliance Performance Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard during the first and second Reporting Period as defined in section 4.3.1.3.

9.1.1.1.3. The Department shall pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period ifContractor meets the requirements for that Performance Incentive Standard defined in section 4.3.12.

9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the Performance Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

9.1.2.1.1. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2. Payment Procedures

9.2.1. Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety (90) Calendar Days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4. Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

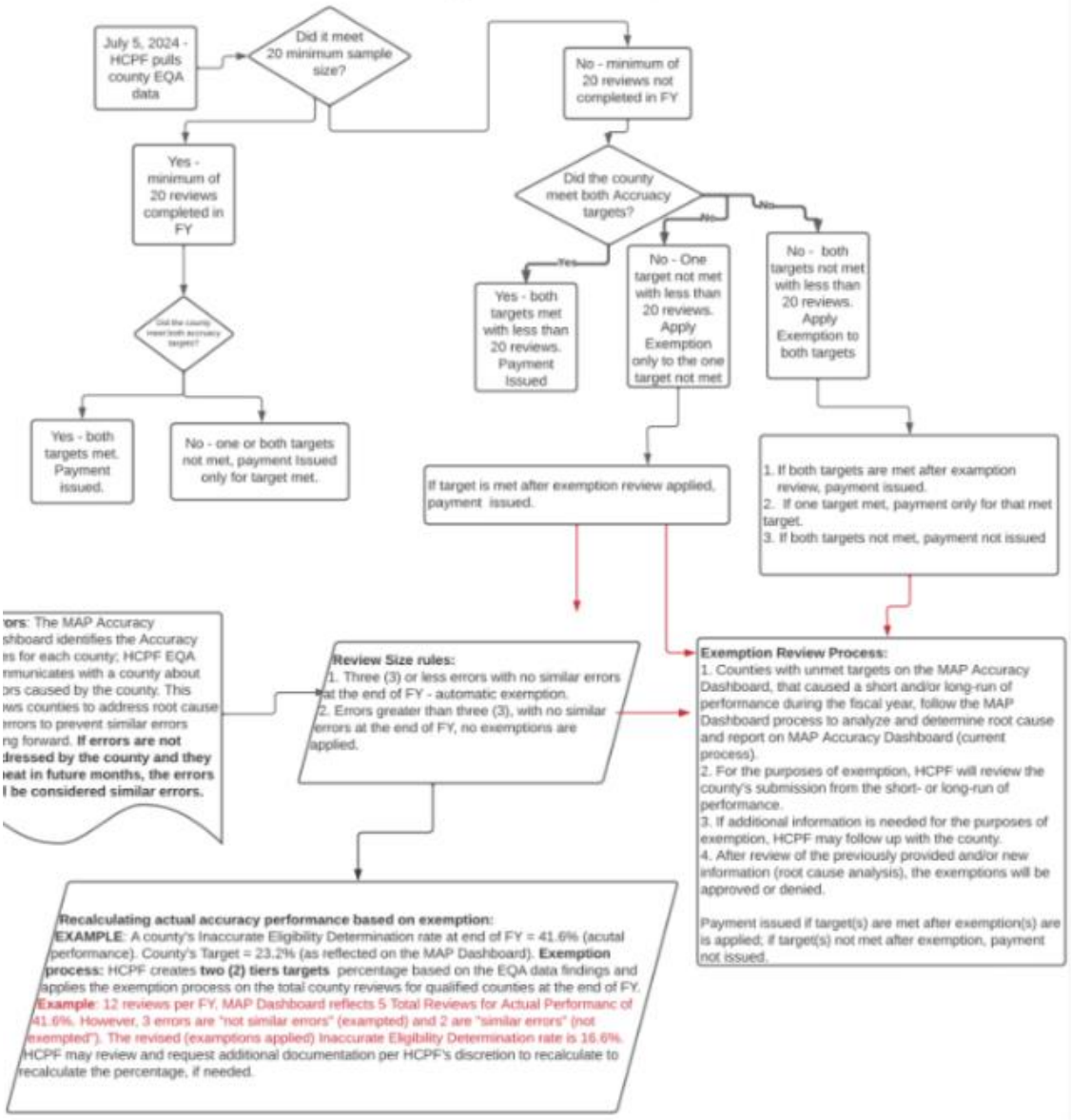
9.2.5. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractors discretion.

EXHIBIT B-3, RATES

1. SFY 2024-2025 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Accuracy Performance Incentive Payment	40%
Performance Compliance Performance Incentive Payment	30%
Customer Service Incentive Payment	30%

Exhibit D-1: Review Sample Size Exemption Process Flow



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STATE OF COLORADO ITERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	**Contract Number** 22-171376
Contractor Hinsdale County	**Contract Performance Beginning Date** The Effective Date
Contract Maximum Amount Initial Term State Fiscal Year 2022 $6,072.29 Total for All State Fiscal Years $6,072.29	**Initial Contract Expiration Date** June 30, 2022 **Contract Authority** Authority to enter into this Contract exists in C.R.S. §25.5-1-101, *et. seq*. and insert other specific statutory authority or delete this entirely if no other specific authority exists

Contract Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Rates
3. Exhibit C – Sample Option Letter
4. Exhibit D: Review Sample Size Exemption Process Flow

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit A, HIPAA Business Associates Addendum.
2. Exhibit G, Federal Provisions
3. Colorado Special Provisions in §18 of the main body of this Contract.
4. The provisions of the other sections of the main body of this Contract.
5. Exhibit A, Statement of Work.
6. Exhibit B, Rates.
7. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:
Josh Montoya
Department of Healthcare Policy and Financing
Policy, Communications, and Administration Office
1570 Grant Street
Denver, Colorado, 80203
Josh.Montoya@state.co.us

For County:
Joni Reynolds
Hinsdale County
225 N Pine St, Suite A
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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

County Jonathan Houck, Commissioner, Gunnison County ~~Hinsdale County~~ Chair, Gunnison-Hinsdale Board of Human Services By: _____ Date: 2-1-2022	**STATE OF COLORADO** **Jared S. Polis, Governor** Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by: By: _____ 0B6A84797EA8493... Date: 3/22/2022
	LEGAL REVIEW Phil Weiser, Attorney General By: N/A Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Greg Tanner BBE0F4C030DC45C...

Effective Date: 3/22/2022

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TABLE OF CONTENTS

1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. DEFINITIONS 3
4. STATEMENT OF WORK 6
5. PAYMENTS TO CONTRACTOR 6
6. REPORTING - NOTIFICATION 7
7. CONTRACTOR RECORDS 7
8. CONFIDENTIAL INFORMATION-STATE RECORDS 8
9. CONFLICTS OF INTEREST 10
10. INSURANCE 10
11. BREACH OF CONTRACT 12
12. REMEDIES 12
13. DISPUTE RESOLUTION 14
14. NOTICES AND REPRESENTATIVES 15
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 15
16. GENERAL PROVISIONS 16
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 19

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM .... **ERROR! BOOKMARK NOT DEFINED.**

EXHIBIT B, STATEMENT OF WORK ..... **ERROR! BOOKMARK NOT DEFINED.**

EXHIBIT C, RATES 1

EXHIBIT D, TERMINOLOGY ..... **ERROR! BOOKMARK NOT DEFINED.**

EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS ..... **ERROR! BOOKMARK NOT DEFINED.**

EXHIBIT F, SAMPLE OPTION LETTER 1

EXHIBIT G, FEDERAL PROVISIONS ..... **ERROR! BOOKMARK NOT DEFINED.**

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1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State," the "Department," or "HCPF") and Contractor named on the Cover Page for this Contract (the "Contractor"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract 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 Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Except as stated in **§2.D**, the total duration of this Contract, 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.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14,** 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 Contract 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 contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be

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governed by **§12.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor that are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.

D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

F. "**Contractor Pre-Existing Material**" means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

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developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

G. "**Colorado Open Records Act (CORA)**" means C.R.S. §24-72-200.1, *et. seq.*

H. "**Criminal Justice Information (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 C.R.S. §24-72-302.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Cover Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Cover Page for this Contract.

J. "**End of Term Extension**" means the time period defined in **§2.D**

K. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

L. "**Extension Term**" means the time period defined in **§2.C**

M. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor 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, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. **"Initial Term"** means the time period defined in **§2.B**

P. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. **"Payment Card Information (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.

R. "**Personal Health Information (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

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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.

S. **"Personally Identifiable Information (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 C.R.S. §24-72-501.

T. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. "**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.

V. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).

W. "**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.

X. "**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.

Y. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Z. "**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.

AA. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

BB. "**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

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Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

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 of one percent per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor'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 Contractor 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.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract 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 of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor 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 Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page of this Contract.

7. CONTRACTOR RECORDS

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor'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.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor 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 Contract, permitted by law or approved in Writing by the State. Contractor 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 Contractor or any of its Subcontractors will or may receive the following types of data, Contractor 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 Contract 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

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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 Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor 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 Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor 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. Contractor 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.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

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.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section**,** in addition to all other remedies set forth in this Contract or at law. The

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State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

(the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Sheet of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered a work made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this

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license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract 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 Contract.

C. Binding Effect

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Except as otherwise provided in **§16.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. 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.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract 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 Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State 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

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agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract 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 Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other

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authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Additional Provisions

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. C.R.S. §24-30-202(1)

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. C.R.S. §24-30-202(5.5)

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.

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable

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to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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 Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State 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 Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

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EXHIBIT C, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	PAYMENT AMOUNT
Accuracy Performance Incentive Payment	35%	$2,125.30
Performance Compliance Performance Incentive Payment	25%	$1,518.07
Continuous Coverage Performance Incentive Payment	20%	$1,214.46
Cyber Security Performance Incentive Payment	20%	$1,214.46
Total		$6,072.29

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

EXHIBIT F, SAMPLE OPTION LETTER

OPTION LETTER

State Agency Department of Health Care Policy and Financing	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 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	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** The later of the Effective Date or Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. Options

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

2. Required Provisions

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

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract 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 Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract 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 Contract 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 Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date

a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

STATE OF COLORADO John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director _____ By: Kim Bimestefer, Executive Director Date: _____	In accordance with C.R.S. §24-30-202, 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:_____ Greg Tanner, Controller; Department of Health Care Policy and Financing Option Effective Date:_____

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.

1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)

1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.

1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.

1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.6. Colorado Benefits Management System (CBMS) – the State's eligibility determination system.

1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor's Office of Information Technology pursuant to §§24-37.5-401, *et seq*., C.R.S.

1.1.8. Colorado interChange (interChange) – the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.

1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.

1.1.10. County Administration website – the Department's public-facing website where contract documentation is kept for the County Incentives Program (http://www.colorado.gov/hcpf/county-admin).

1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

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1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.

1.1.15. Governor's Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq*. C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.

1.1.16. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.

1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.

1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.

1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.

1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.

1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

1.1.28.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.28.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.

1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.33. Timely Disenrollment – Processing a change in a member's circumstance and making a determination within fifteen (15) calendar days.

1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member's new annual enrollment period begins.

1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)

1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member's new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor's county, required under C.R.S. §25.5-1-101 *et seq*. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor's county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

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3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.

3.2. Communications Utilized to Determine Compliance

3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.

3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.

4.2. Accuracy Performance Incentive Standard

4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.

4.2.1.1. Accuracy Targets

4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.

4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1 The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2 The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5 Review Sample Size Exemptions

4.2.1.5.1 If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2 Definition of Review Sample Size

DocuSign Envelope ID: AB587775-1624-45E2-9DFB-80A1D4033AA6

4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:

i. Inaccurate Eligibility Rate and/or,
ii. Errors that do not impact Eligibility.

4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:

4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.

4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.

4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.

4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.

4.2.1.5.4 Review Sample Size Exemption Process

4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.

4.2.1.5.4.2 Definition of Similar Error(s)

4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.

4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.

4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

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4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.

4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,

4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.

4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

4.2.1.5.5 Notification of Review Sample Size Exemption

4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.

4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.

4.2.1.5.5.2.1 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.

4.2.1.5.5.2.2 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.

4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.

4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.

4.3 Performance Compliance Performance Incentive Standard

4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.

4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

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4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.

4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.

4.3.2 Department Monitoring of MAP Dashboards

4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.

4.3.3 Contractor Monitoring of MAP Dashboards

4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.

4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).

4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.

4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.

4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard

4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.

4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.

4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.

4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.

4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.

4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.

4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

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4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.

4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.

4.4 Cyber Security Performance Incentive Standard

4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the County Administration website.

4.4.2 Fiscal Year Deliverable

4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.

4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.

4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.

4.5 Continuous Coverage Performance Incentive Standard

4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.

4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency

4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.

4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

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4.5.1.2.1 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.2.2 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.

4.5.1.3 Members who require a review of eligibility

4.5.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.

4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.

4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks

4.5.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.

4.5.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.

4.5.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.

4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

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5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.

5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.

5.1.2 DUE DATE: Annually, on July 5th of the following Fiscal Year

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.

6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.

6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:

6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.

6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.

6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.

6.2.1.1 Performance Compliance Performance Incentive Standard

6.2.1.2 Cyber Security Performance Incentive Standard

6.2.1.3 Continuous Coverage Performance Incentive Standard

6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

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7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.

7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.

7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.

7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.

7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.

7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

8.1 Opportunity and Timeframe for Dispute Resolution

8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.2 The final Status Report cannot be disputed per section 7.2.

8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.

8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

8.2 Allowable Disputes

8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

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8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.

8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will utilized to determine compliance with a Performance Incentive Standard.

8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.

8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

8.3 Nonallowable Disputes

8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.

8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.

8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

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9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.

9.1.2 Remaining Funds Incentive Pool Payment

9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.

9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

9.2 Payment Procedures

9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

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9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

9.2.5 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.

9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractors discretion.

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Exhibit C, Sample Option Letter

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 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	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract 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 Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract 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 Contract 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 Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

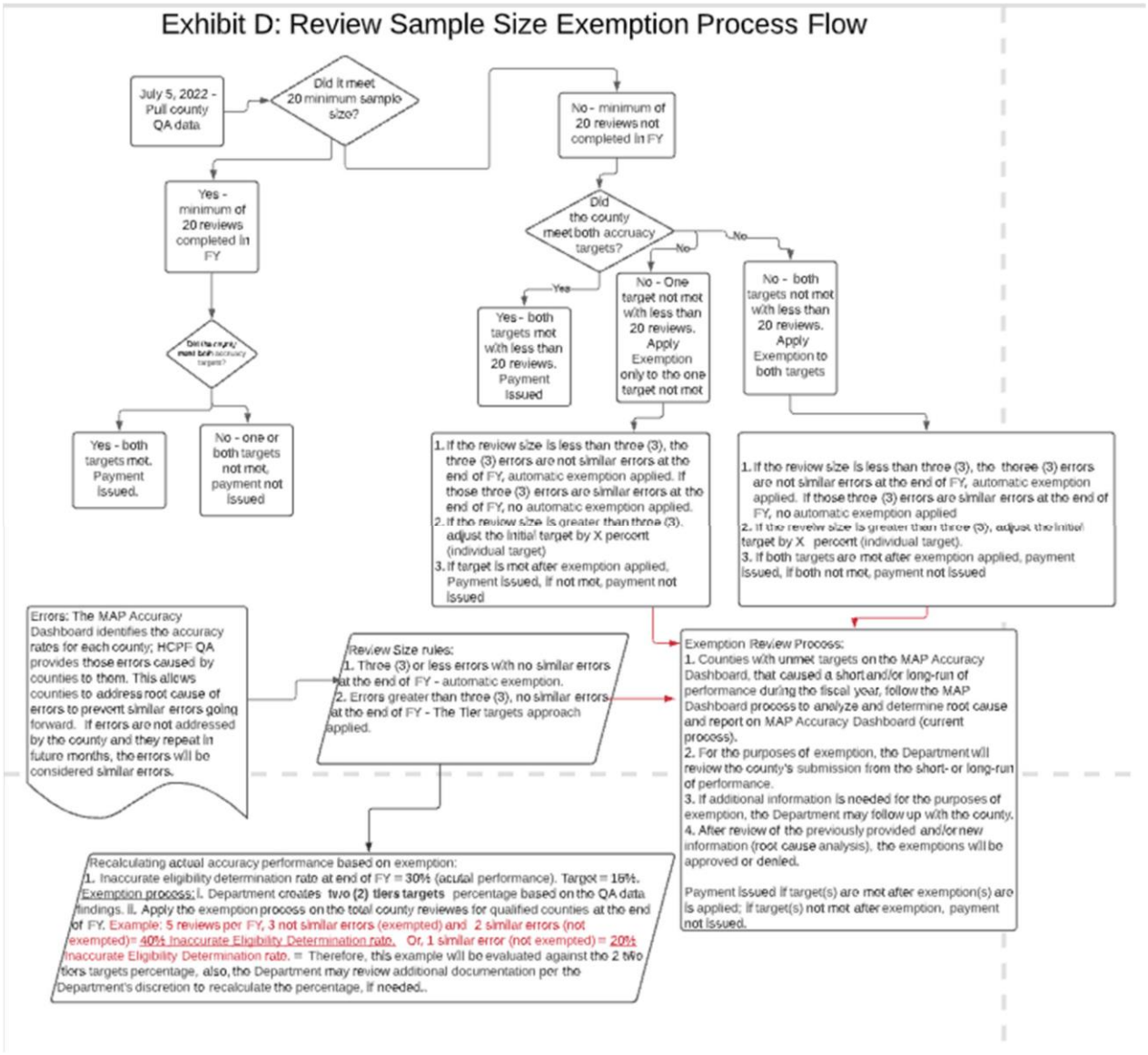
3. OPTION EFFECTIVE DATE:

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 INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ 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:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

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Exhibit D: Review Sample Size Exemption Process Flow



eClearanceDocuments (https://cohcpf.sharepoint.com/eClearance/eClearanceDocume County Incentives - New Contract for 4 Counties

County Incentives - New Contract for 4 Counties

This contract is for the 4 counties that let their option letters expire without signature. This contract includes new language that allows the Department to withhold funding for the time period without signature.

ClearanceType	Contracts (Program Approvals After P&C Req (https://cohcpf.sharepoint.com/eClearance/_l PageType=4&ListId={58d5a54a-ff6d-4998-a 5cf991a436ec}&ID=15&RootFolder=*)
Originating Division	Policy Communications and Administration O
Primary Contact	Montoya, Joshua (/eClearance/_layouts/15/us
eClearance Status	Complete

View All Properties
Edit Properties

Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or nc
3. Save

Workflow History

Title	Activity	Con
County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93437)	Sent to Approver 1: Massey, Tom	
County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93564)	Approved	
County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93565)	Sent to Approver 2: Bimestefer, Kim	
County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93566)	Approved	
County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93567)	All approvals complete	

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Name	Modified	Modified By
Denver County 22-171375 (SOW) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Denver County 22-171375 (SOW).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Denver County P22-171375 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Denver County P22-171375 (County Incentives).docx)	Monday at 11:40 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Hinsdale County P22-171376 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Hinsdale County P22-171376 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Routt County P22-171377 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Routt County P22-171377 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Saguache County P22-171379 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Saguache County P22-171379 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp

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DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Finalize 2025 Meeting Plan and Board Organization

Action Requested:

Parties to the Agreement:

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

Summary:

2025 HS Draft Meeting Schedule

Fiscal Impact:

Submitted by: Holly Perry for Joni Reynolds **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\jcattles Discharge Date: 2/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/18/2025

Revised April 2015

2025 Gunnison/Hinsdale Board of Human Services Meeting Topics

Meeting Date	Meeting Topics
February 18, 2025	**2025 BOHS meeting agenda planning:** Finalize 2025 meeting plan **Program updates:** Child Support Services (CSS) Management Evaluation (ME) update **Legislative Updates:** Current status on key bills
April 15, 2025	**Finance update** **Program updates:** Early Childhood Services/LCO/UPK/CCCAP **Legislative Updates:** Current status on key bills
June 17, 2025	**Program updates:** Economic Security
August 19, 2025	**Program updates:** Adult Protection Services Community Service Block Grant (CSBG) program
October 21, 2025	**Finance update** **Program updates:** TBD
December 16, 2025	**Program updates:** Child Welfare Services **2026 BOHS meeting agenda planning**

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Child Support Services (CSS)

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Attached is the program update from Child Support Services for the Gunnison/Hinsdale Board of Human Services meeting on 2/18.

Fiscal Impact:

Submitted by: Brad Wheaton **Submitter's Email Address:** bradford.wheaton@state.co.us

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jcattles Discharge Date: 2/13/2025

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 2/18/2025

Revised April 2015

GUNNISON COUNTY
HEALTH & HUMAN SERVICES

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

Gunnison/Hinsdale Board of Human Services

Child Support Services Update 2/18/2025

Child Support Services Specialist: Shelley Tucker

Gunnison Cases: 173

Hinsdale Cases: 5

Policy/Program Updates: Judge Starritt has started to hear contempt of court cases for child support orders that has not been paid.

Office of Child Support Services (OCSS):

1. Withdrew request to change language from paternity to parentage.
2. Agency contractors are able to get income tax information – approved by the IRS.
3. Tribal Child Support Services now have access to tax offset.

Child Support Commission Updates:

Colorado Child Support Commissioner, Tangular Gray, had her last day on January 20, 2025. They have not hired her replacement position at this time.

Due to the increased cost of living, and associated costs of raising children, the Child Support Commission are looking at a new bill to allow for changes related to the guideline worksheet used to calculate child support payments. The changes encourage increased parenting time for non-custodial parents in an attempt decrease orders, while simultaneously strengthening relationships between parents and children.

AD HOC DASHBOARD SPREADSHEET

(see attachment)

Gunnison:

Current Child Support Collected FFY (Federal Fiscal Year)

State Goal is 65% - Gunnison average is 64.1%

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Timeliness of Case Initiation

State Goal is 80% - Gunnison average 68.8%

Several cases had to have parties added after the initial application which can lead to delays around initiation.

Timeliness of Review and Adjustment, Judicial

State Goal is 90% - Gunnison average 64.7%

Disbursements on hold

State Goal is less than or equal to 4.2% - Gunnison average is 3.2%

Hinsdale:

Current Child Support Collected FFY (Federal Fiscal Year)

State Goal is 65% - Hinsdale average 73.3%

Timeliness of Case Initiation

State Goal is 80% - Hinsdale average is 100%

Timeliness of Review and Adjustment, Judicial

State Goal is 80% - Hinsdale average is 100%

Disbursements on Hold

State Goal is less than or equal to 4.2% - Hinsdale average is 1.7%

Federal Fiscal Year Collections (FFY)

Gunnison County - 2023 collected $601,660.77 vs 2024 collected $532,381.28 = Down 12%

Hinsdale County - 2023 collected $14,432.68 vs 2024 collected $27,165.13 = Up 88%

CHILD SUPPORT SERVICES 64 COUNTY AD HOC DASHBOARD

	JAN24	FEB24	MAR24	APR24	MAY24	JUN24	JUL24	AUG24	SEP24	OCT24	NOV24	DEC24	MISS BY	AVG
GUNNISON														
Percent of Current Child Support Collected (FFY)	66.5	65.2	65.6	65.2	64.2	63.7	63.5	63.2	62.8	63.7	63.2	65		64.1
(Goal >=65%)														
Timeliness of Case Initiation	N/A	100 1 / 1	50 1 / 2	N/A	33.3 1 / 3	100 2 / 2	100 3 / 3	N/A	0 0 / 1	0 0 / 1	100 1 / 1	100 2 / 2		68.8
(Goal >=80%)														
Timeliness of Review and Adjustment, Judicial	100 1 / 1	N/A	N/A	N/A	0 0 / 1	100 4 / 4	50 1 / 2	100 2 / 2	100 1 / 1	0 0 / 1	50 1 / 2	33.33 1 / 3	2	64.7
(Goal >=90%)														
Disbursements on Hold	2.75 5 / 182	3.3 6 / 182	2.76 5 / 181	2.23 4 / 179	1.66 3 / 181	2.73 5 / 183	2.15 4 / 186	3.26 6 / 184	3.8 7 / 184	4.95 9 / 182	4.97 9 / 181	3.85 7 / 182		3.2
(Goal <=4.2%)														
HINSDALE														
Percent of Current Child Support Collected (FFY)	44.1	54.4	59.9	66.3	71	74.5	77.2	79.4	79.4	99.2	91.7	94.2		73.3
(Goal >=65%)														
Timeliness of Case Initiation	N/A	N/A	100 1 / 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		100
(Goal >=80%)														
Timeliness of Review and Adjustment, Judicial	N/A	N/A	N/A	N/A	100 1 / 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A		100
(Goal >=90%)														
Disbursements on Hold	0 0 / 4	0 0 / 4	0 0 / 5	0 0 / 5	0 0 / 5	0 0 / 5	0 0 / 5	20 1 / 5	0 0 / 5	0 0 / 5	0 0 / 5	0 0 / 5		1.7
(Goal <=4.2%)														