

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 4, 2025

Page 1 of 3

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

GUNNISON COUNTY HOUSING AUTHORITY:

8:30 am

- Call to Order
- Gunnison County Housing Authority Resolution; A Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in a maximum aggregate principal amount of \$125,000,000; approving an Indenture of Trust, Bond Purchase Agreement, Deed of Trust, and Preliminary Official Statement with a Continuing Disclosure Agreement in connection therewith; and Authorizing All Related Actions in Connection Therewith
- Development Improvements Agreement; Gunnison County Housing Authority; Whetstone Community Housing; \$23,986,690
- Gunnison County Housing Authority Resolution; A Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:45 am

- Call to Order
- Alcohol Beverage License #03-20783; Big T CBS LLC dba Zuni West Brewing; 3/19/2025 to 3/19/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:46 am

- Call to Order; Agenda Review
- A Resolution Authorizing and Directing Actions by the County Manager with Respect to the Preparation of Requests to the Board of County Commissioners for Appropriation of Funds for the Replenishment of a Reserve Fund Held by UMB Bank, N.A. Relating to the Gunnison County Housing Authority General Revenue Bonds (Whetstone Project), Series 2025
- Minutes Approval
 1. February 18, 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. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Citizens' Alliance Alternate; Jon Hare
 2. Acknowledgement of Option Letter #1; 2022*0148; Health and Human Services; 2/3/2025 to 6/20/2025; \$16,235

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3. Professional Services Agreement; Concrete Conservation LLC; Public Works; 3/15/2025 to 12/31/2025; \$49,305
4. Resolution; A Resolution Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3
5. Grant Application; Impact Assistance; Colorado Parks and Wildlife; Assessor's; Tax Year 2024; \$15,454.98
6. Acknowledgment of County Manager's Signature; First Amendment to Professional Services Agreement; Design Workshop, Inc.; 1/17/2024 to 4/30/2025; \$76,635
7. Grant Application; Local Coordinating Organizations; RFA2025000210; Health and Human Services; \$69,000
8. Grant Application; Metropolitan Recreation District; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 6/2025 to 8/2025; \$10,000
9. Grant Application; Metropolitan Recreation District; Juvenile Services – Gunnison County Substance Abuse Prevention Project; 6/2025 to 8/2025; \$10,000
10. Updated Statement of Work; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 7/1/2025 to 6/30/2026; \$100,041
11. Grant Application; Health Resource Service Administration; Juvenile Services; \$297,533
12. Grant Application; Edward Byrne Justice Assistance Grant (JAG); Juvenile Services; 10/1/2025 to 9/30/2026; \$230,395
13. Development Improvements Agreement; Gunnison County Housing Authority; Whetstone Community Housing; \$23,986,690
14. Grant of Perpetual Easement for Driveway Access to Creekside Subdivision; Tod Colvin

8:55 am

- County Manager's Reports

9:00 am

- Boundary Line Adjustment; LUC-23-00047; Bar Slash Bar

9:05 am

- Letter of Support; Stirrup Bar Ranch; Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program

9:15 am

- Adoption of the 2025 Employee Handbook

9:30 am

- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
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+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Housing Authority Resolution; A Resolution Authorizing the

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Whetstone Bone Resolutions created by Sherman & Howard

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 2/28/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 3/4/2025

CERTIFIED RECORD
OF
PROCEEDINGS
GUNNISON COUNTY HOUSING AUTHORITY
RELATING TO
GENERAL REVENUE BONDS
(WHETSTONE HOUSING PROJECT), SERIES 2025

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STATE OF COLORADO)
)
COUNTY OF GUNNISON) ss.
)
GUNNISON COUNTY HOUSING AUTHORITY)

The Board of Commissioners of the Gunnison County Housing Authority met in regular session on Tuesday, the 4th day of March, 2025, at the hour of 8:30 a.m. at the 200 E. Virginia Avenue, Gunnison, Colorado 81230.

The following members of the Board of Commissioners of the Authority were present, constituting a quorum:

Chair:	Laura Puckett Daniels
Commissioner:	Jonathan Houck
Commissioner:	Elizabeth Smith

Whereupon the following resolution was introduced:

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION No. 2025-_____

WHEREAS, the Gunnison County Housing Authority (the “Authority”) is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the “Act”); and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing housing facilities that substantially benefit persons of low income working within Gunnison County (the “County”); and

WHEREAS, the Authority desires to own, operate, and finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit multifamily rental housing project to be located near the Town of Crested Butte, Colorado, also known as the Whetstone Housing Project (the “Project”); and

WHEREAS, the Authority intends to establish rentals for the Project at rates no higher than it finds necessary to comply with Section 29-4-506 of the Act; and

WHEREAS, the Authority has determined that it is in the best interests of the residents of the County that the Project be financed by the issuance of the Authority’s General Revenue Bonds (Whetstone Housing Project), Series 2025 (the “Bonds”); and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) between the Authority and UMB Bank, n.a., as trustee (the “Trustee”); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Act and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”), to the Bonds; and

WHEREAS, the Bonds shall be general revenue obligations of the Authority, payable solely from the revenues pledged thereto by the Indenture, including amounts, if any, realized from the exercise of any remedies set forth in the Deed of Trust (defined below); and

WHEREAS, the Board has been presented with a Bond Purchase Agreement (the “Bond Purchase Agreement”) from Northland Securities, Inc., of Denver, Colorado (the “Underwriter”), to purchase the Bonds; and

WHEREAS, after consideration, the Board has determined that the sale of the Bonds to the Underwriter pursuant to the Bond Purchase Agreement is in the best interests of the Authority and the residents of the County; and

WHEREAS, the current forms of the Financing Documents (defined below) have been placed on file with the County Clerk prior to this meeting; and

WHEREAS, the Board desires to authorize the issuance and sale of the Bonds and the execution of the Financing Documents.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GUNNISON COUNTY HOUSING AUTHORITY:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, capitalized terms shall have the meanings ascribed by the preambles hereto and the Indenture, and the following capitalized terms shall have the respective meanings set forth below:

Authorized Officer: the person or persons authorized to sign the Indenture and the Bond Purchase Agreement pursuant to the Delegated Authority, and to sign other documents pertaining to the Bonds as provided in this Bond Resolution, which shall be the Executive Secretary of the Authority (who is also the County Manager) and any member of the Board.

Bond Resolution: this resolution, which authorizes the issuance of the Bonds and any amendment or supplement lawfully made hereto.

Continuing Disclosure Obligation: an agreement, certificate, or undertaking of the Authority to provide certain post-issuance information as described in the Official Statement.

Deed of Trust: the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues executed by the Authority for the benefit of the Trustee, as amended from time to time.

Delegated Authority: the authority delegated by this Bond Resolution to any Authorized Officer to sign the Bond Purchase Agreement and to make the following determinations with respect to the Bonds in the Indenture, which determinations shall be subject to the restrictions and parameters set forth below:

- (1) the rate or rates of interest on the Bonds;
- (2) the conditions on which and the prices at which the Bonds may be redeemed before maturity;
- (3) the existence and amount of any capitalized interest or reserve funds;
- (4) the price or prices at which the Bonds will be sold;
- (5) the principal amount and denominations of the Bonds;

- (6) the amount of principal maturing in any particular year;
- (7) the dates on which principal and interest shall be paid; and
- (8) whether the Bonds will be secured by an assurance of payment as described in § 11-57-207(2), C.R.S. and the terms of any agreement with a third-party providing assurance of payment.

The foregoing authority shall be subject to the following restrictions and parameters:

- (1) the interest rate or rates on the Bonds shall be such that the Bonds bear interest at a net effective interest rate which does not exceed 6.50%;
- (2) the sale price of the Bonds shall be an amount not less than 97.00% (inclusive of original issue discount on the Bonds and any underwriting discount) of the aggregate principal amount of the Bonds;
- (3) the Bonds shall mature not later than December 31, 2065; and
- (4) the aggregate principal amount of the Bonds shall not exceed \$130,000,000.

Financing Documents: collectively, the Indenture, the Continuing Disclosure Obligation, the Letter of Representations, the Deed of Trust, the Bond Purchase Agreement, and any agreement with any bond insurer guaranteeing payment of the principal of and interest on the Bonds or providing a debt service reserve insurance policy for the Bonds.

Letter of Representations: the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Official Statement: the final version of the Preliminary Official Statement.

Preliminary Official Statement: the Preliminary Official Statement concerning the Bonds and the Authority.

Section 2. Approvals, Authorizations, and Amendments. The Financing Documents are incorporated herein by reference and are hereby approved. All Authorized Officers are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Authority thereto, and further to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to issue and secure the Bonds. Such documents are to be executed in substantially the forms on file with the County Clerk, provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Bond Resolution. Copies of the Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution and delivery of the Financing Documents, the covenants, agreements, recitals, and representations of the Authority therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The proper officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by an Authorized Officer of the Authority in connection with the issuance, sale, or delivery of the Bonds not inconsistent herewith shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

Section 3. Authorization. In accordance with the Constitution of the State of Colorado; the Act; the Supplemental Act; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Bonds for the purpose of: (i) financing the Project; (ii) funding capitalized interest and reserves, if any; and (iii) paying issuance and other costs (including policy premiums related to any bond insurance or reserve fund policy) in connection with the Bonds. The Bonds shall constitute general revenue obligations of the Authority as provided in the Indenture. The Authority hereby elects to apply all of the provisions of the Supplemental Act to the Bonds from the date of this Bond Resolution, including specifically but without limitation, §§11-57-205, 11-57-209, 11-57-210 and 11-57-212, C.R.S. Pursuant to §11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty (30) days after the date of this Bond Resolution.

Section 4. Bond Details; Delegated Authority. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by "R-". The Bonds shall be dated as of the date of issuance, and shall be payable at such time or times, shall be subject to redemption prior to maturity, and otherwise shall be as determined in the Indenture. Pursuant to §11-57-205, C.R.S., of the Supplemental Act the Board hereby delegates the Delegated Authority to an Authorized Officer and authorizes the signing of the Indenture and the Bond Purchase Agreement pursuant thereto.

Section 5. Authorization to Execute Documents. The officers of the Authority are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Bond Resolution, including but not limited to the execution of such certificates and affidavits as may be reasonably required by the Underwriter.

Section 6. Permitted Amendments to Bond Resolution. The Authority may amend this Bond Resolution in the same manner and subject to the same terms and conditions as apply to an amendment or supplement to the Indenture.

Section 7. Appointment of Authority Representative. The County Manager is hereby appointed Authority Representative, as defined in the Indenture. A different Authority Representative may be appointed by resolution adopted by the Board and a certificate filed with the Trustee.

Section 8. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid either from the proceeds of the Bonds or from legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 9. Acceptance of Bond Purchase Agreement. The Board hereby authorizes each Authorized Officer to execute the Bond Purchase Agreement with respect to the Bonds and to attest to such execution, all on behalf of the Authority.

Section 10. Official Statement. The Preliminary Official Statement is hereby authorized, ratified, and approved. The Board hereby authorizes the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the marketing of the Bonds, and the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to investors. The final Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. All Authorized Officers are hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Authority.

Section 11. Certain Findings. For purposes of Section 29-4-210(1)(a), C.R.S., the Authority hereby finds and determines that “persons of low income” with respect to the Project means and includes individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) does not exceed 120% of the median income for the area in which the Project is located. The Authority expects certain rental units within the Project to be leased to individuals and families whose aggregate adjusted gross income (computed in the manner prescribed in the United States Treasury Regulations) exceeds 120% of the median income for the area, but nevertheless finds that the Project is overall of substantial benefit to “persons of low income.” The Authority further finds and determines, for purposes of Section 29-4-210(1)(a.5)(I), C.R.S., that “persons who, by virtue of age or disability, have special housing needs or requirements that cannot reasonably be met by existing housing available within the boundaries of the Authority” with respect to the Project means and includes, but is not limited to, individuals who work, or families where at least one member of the family works, within the boundaries of the County.

Section 12. Ratification and Approval of Prior Actions. All actions heretofore taken by any Authorized Officer or the officers, agents, attorneys, or

employees of the Authority, not inconsistent with the provisions of this Bond Resolution, relating to the authorization, sale, issuance, and delivery of the Bonds, are hereby ratified, approved, and confirmed.

Section 13. Bond Resolution Irrepealable. After any of the Bonds have been issued, this Bond Resolution shall constitute a contract between the owners of the Bonds and the Authority and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged in accordance with the Indenture.

Section 14. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Bond Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 15. Severability. If any section, paragraph, clause, or provision of this Bond Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Bond Resolution, the intent being that the same are severable

Section 16. Effective Date. This Bond Resolution shall take effect immediately upon its adoption and approval.

[The remainder of this page intentionally left blank.]

ADOPTED AND APPROVED this 4th day of March, 2025.

(S E A L)

Chair

ATTESTED:

Executive Secretary

INDENTURE OF TRUST

DATED AS OF MARCH 1, 2025

BETWEEN

GUNNISON COUNTY HOUSING AUTHORITY

AND

**UMB BANK, N.A.
DENVER, COLORADO
AS TRUSTEE**

RELATING TO

**GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT), SERIES 2025
IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$[PAR AMOUNT]**

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This **INDENTURE OF TRUST** (the “Indenture”), dated as of March 1, 2025, is by and between the **GUNNISON COUNTY HOUSING AUTHORITY**, a public body corporate and politic of the State of Colorado (the “Authority”), and **UMB BANK, N.A.**, a banking institution authorized to accept and execute trusts of the character herein set out, having corporate trust offices in Denver, Colorado, as Trustee (the “Trustee”).

RECITALS

WHEREAS, the Authority is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the “Act”); and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and

WHEREAS, pursuant to an authorizing resolution adopted by the Board of Commissioners of the Authority on March 4, 2025 (the “Resolution”), the Authority has authorized the issuance of its General Revenue Bonds (Whetstone Housing Project), Series 2025, in the aggregate principal amount of \$[Par Amount] (the “Bonds”), the proceeds of which are to be used to: (a) finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit affordable multifamily rental housing project to be located near the Town of Crested Butte, Colorado (the “Project”); (b) fund capitalized interest on the Bonds; (c) fund the Reserve Fund (defined herein) in the amount of the Required Reserve (defined herein); and (c) pay for certain costs of issuing the Bonds; and

WHEREAS, the Bonds shall be issued under the terms and conditions of this Indenture and pursuant to the provisions of the Act and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds; and

WHEREAS, the Authority has duly authorized the execution and delivery of this Indenture to provide for the issuance of the Bonds; and

WHEREAS, all things necessary to make the Bonds, when executed by the Authority and authenticated and delivered by the Trustee hereunder, the valid obligations of the Authority, and to make this Indenture a valid agreement of the Authority, in accordance with their and its terms, have been done;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Authority, in consideration of the premises and of the mutual covenants herein contained, the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Owners thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of,

premium if any, and interest on the Bonds at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds, the Bond Resolution, and this Indenture of Trust, and to declare the terms and conditions upon and subject to which the Bonds are issued and secured, does hereby grant to the Trustee, and to its successors in trust, and to them and their assigns forever, a lien in and to the following (as more particularly defined hereafter, the "Trust Estate"):

GRANTING CLAUSE FIRST:

The Pledged Revenue, the Bond Fund, the Project Fund, the Reserve Fund, and all other moneys, securities, revenues, receipts, and funds from time to time held by the Trustee under the terms of this Indenture, and a security interest therein; and

GRANTING CLAUSE SECOND:

All right, title, and interest of the Authority in any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, assigned, pledged, conveyed, mortgaged, or transferred by the Authority or by anyone on its behalf as and for additional security hereunder, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

THE TRUSTEE SHALL HOLD the Trust Estate for the benefit of the Owners from time to time of the Bonds, as their respective interests may appear; and the property granted herein is also granted for the equal benefit, of all present and future Owners of the Bonds as if all the Bonds had been executed and delivered simultaneously with the execution and delivery of this Indenture;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners of the Bonds issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise (except as herein expressly provided) of any of the Bonds over any other of the Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors, or assigns, shall well and truly pay, or cause to be paid, the principal of, premium if any, and interest on the Bonds at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof; or shall provide, as permitted hereby and in accordance herewith, for the payment thereof by depositing with the Trustee or placing in escrow and in trust the entire amount due or to become due thereon, or certain securities as herein permitted, and shall well and truly keep, perform, and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed, and observed by it, and shall pay or cause to be paid to the Trustee all sums of money

due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise this Indenture shall be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered, and all said moneys, securities, revenues, receipts, and funds hereby pledged and assigned are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Bonds as follows:

ARTICLE ONE
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.01. Definitions. In this Indenture, except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

Act: has the meaning set forth in the recitals hereto.

Additional Bonds: bonds, notes, debentures, or other financial obligations issued by the Authority that are payable in whole or in part from the Pledged Revenue.

Authority: the Gunnison County Housing Authority and its successors and assigns.

Authority Representative: the person or persons at the time designated to act on behalf of the Authority by the Bond Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority by its Chairperson or Vice-Chairperson and attested by any other Commissioner, and any alternate or alternates designated as such therein.

Authorized Denominations: \$5,000 or any integral multiple thereof.

Beneficial Owner: any person for which a Participant acquires an interest in the Bonds.

Board: the Board of Commissioners of the Authority.

Bond Fund: the “Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, Bond Fund”, established by the provisions hereof for the purpose of paying the principal of, premium if any, and interest on the Bonds.

Bond Resolution: the resolution authorizing the issuance of the Bonds and the execution of this Indenture and the Deed of Trust, certified by the [Secretary or an Assistant Secretary] of the Authority to have been duly adopted by the Authority and to be in full force and effect on the date of such certification, including any amendments or supplements made thereto.

Bond Year: the period commencing December 2 of any calendar year and ending December 1 of the following calendar year.

Bonds: the General Revenue Bonds (Whetstone Housing Project), Series 2025, in the aggregate principal amount of \$[Par Amount], issued by the Authority pursuant to this Indenture and the Bond Resolution.

Business Day: a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State, or in any state in which the office of the Trustee is located, are closed or any date on which the New York Stock Exchange is closed.

Cede: Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

Code: the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

Consent Party: the Owner of a Bond or, if such Bond is held in the name of Cede, the Participant (as determined by a list provided by DTC) with respect to such Bond. The Authority may at its option determine whether the Owner or the Participant is the Consent Party with respect to any particular amendment or other matter hereunder.

Counsel: a person, or firm of which such a person is a member, authorized in any state to practice law.

C.R.S.: the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

Deed of Trust: the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Revenues executed by the Authority for the benefit of the Trustee, as amended from time to time.

Depository: any securities depository as the Authority may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

Event of Default: any one or more of the events set forth in the Section 8.01 hereof.

Facilities: all housing facilities owned or to be owned by the Authority except for the Mountain View Project.

Federal Securities: direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

Gross Revenues: (i) all amounts received by the Authority in connection with its governmental operations, including, without limitation, all lease payments and rental revenue from all housing projects owned and operated from time to time by the Authority except for the

Mountain View Project; (ii) any Net Proceeds that the Authority elects to apply to the redemption of the Bonds pursuant to Section 4.10(b) hereof; and (iii) any monies received from the exercise of remedies under the Deed of Trust.

Impact Fees: the “housing linkage fee” implemented and collected by the County pursuant to the Gunnison County Land Use Resolution adopted by the County on January 8, 2001, as directed to the Authority (subject to annual appropriation by the County) by Resolution No. 2024-44 adopted by the Conty on November 19, 2024.

Indenture: this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

Letter of Representations: the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC.

Moral Obligation Resolution: Resolution No. [] adopted by the Board of County Commissioners of Gunnison County, Colorado on March 4, 2025.

Mountain View Project: the 28-unit apartment complex owned and operated by the Authority and located at 317 N. Spruce Street in Gunnison, Colorado.

Net Proceeds: when used with respect to any insurance payment or condemnation award, the gross proceeds thereof attributable to the related Facilities less the portion of the expenses (including attorneys’ fees) incurred in the collection of such gross proceeds or award.

Net Revenues: the Gross Revenues minus the Operation and Maintenance Expenses.

Operation and Maintenance Expenses: all necessary costs of operating and maintaining the Authority, including but not limited to administrative and general expenses, costs of insurance (including reasonable contributions for self-insurance reserves, if any), consulting and technical services and repairs and replacements (to the extent not properly classifiable as capital costs) and reasonable reserves therefor, but excluding depreciation (or reserves therefor), amortization of intangibles or other bookkeeping entries of a similar nature, and debt service on any Parity Bonds.

Outstanding or Outstanding Bonds: as of any particular time, all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation because of payment at maturity or prior redemption;

(b) Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been theretofore deposited with the Trustee, or Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been placed in escrow and in trust; and

(c) Bonds in lieu of which other Bonds have been authenticated and delivered pursuant to Section 2.06 or Section 2.09 hereof.

Owner(s) or Owner(s) of Bonds: the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Trustee.

Parity Bonds: the Bonds and any Additional Bonds having a lien upon the Pledged Revenue or any part thereof on a parity with the lien thereon of the Bonds. Any Parity Bonds hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the Authority.

Participants: any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

Permitted Investments: any investment or deposit the Authority is permitted to make under then applicable law.

Permitted Refunding Bonds: Parity Bonds issued for refunding or refinancing purposes, so long as each of the following conditions are met:

(a) Such refunding obligations are issued solely for the purpose of paying the costs of refunding any Parity Bonds, which costs may include amounts sufficient to pay all expenses in connection with such refunding or refinancing, to fund reserve funds, sinking funds, and similar funds, and to pay the costs of letters of credit, credit facilities, interest rate exchange agreements, bond insurance, or other financial products pertaining to such refunding or refinancing.

(b) If any additional reserve funds, surplus funds, sinking funds, or other similar funds or accounts are created for the additional security of such refunding obligations, the Bonds shall also be secured thereby on a *pari passu* basis. It is the intent hereof that the refunding obligations may be secured by the Reserve Fund in the same fashion as the Bonds, as provided in the Sections hereof entitled "Reserve Fund."

(c) Such refunding obligations are payable on the same day or days of the calendar year as the Bonds.

(d) The remedies for defaults under such refunding obligations are substantially the same as the remedies applicable to all outstanding Parity Bonds.

Pledged Revenue: the moneys derived by the Authority from the following sources, net of any costs of collection:

(a) the Net Revenues; and

(b) any monies received by the Authority from the County from the Moral Obligation Resolution; and

(c) any Impact Fees received by the Authority from the County; and

(d) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

Project: has the meaning set forth in the recitals hereto.

Project Costs: the Authority's costs properly attributable to the Project or any part thereof, including without limitation:

(a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;

(b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;

(c) administrative and general overhead costs;

(d) the costs of reimbursing funds advanced by the Authority in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan;

(e) the costs of surveys, appraisals, plans, designs, specifications, and estimates;

(f) the costs, fees, and expenses of printers, engineers, architects, financial consultants, legal advisors, or other agents or employees;

(g) the costs of publishing, reproducing, posting, mailing, or recording documents;

(h) the costs of contingencies or reserves;

(i) the costs of issuing the Bonds;

(j) the costs of amending this Indenture, the Bond Resolution, the Deed of Trust, or any other instrument relating to the Bonds or the Project;

(k) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;

(l) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;

(m) the costs of demolition, removal, and relocation; and

(n) all other lawful costs as determined by the Board.

Project: has the meaning set forth in the recitals hereto.

Project Fund: the “Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, Project Fund”, established by the provisions hereof for the purpose of paying the Project Costs.

Record Date: the fifteenth (15th) day of the calendar month next preceding each interest payment date.

Required Reserve: \$[_____].

Reserve Fund: a special fund of the Authority designated as the “Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, Reserve Fund”, created by the provisions hereof for the purpose of paying, if necessary, the principal of, premium if any, and interest on the Bonds.

Special Record Date: the record date for determining Bond ownership for purposes of paying unpaid interest, as such date may be determined pursuant to this Indenture.

State: State of Colorado.

Subordinate Bonds: any Additional Bonds having a lien upon the Pledged Revenue or any part thereof that is junior and subordinate with the lien thereon of the Bonds. Any Subordinate Bonds hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the Authority.

Supplemental Act: the “Supplemental Public Securities Act”, being Title 11, Article 57, Part 2, C.R.S.

Tax Certificate: the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code.

Transfer: the sale, transfer, lease, encumbrance or other conveyance of title to ownership of or an interest in the Facilities or any portion thereof, including to a “related person” pursuant to the provisions of Section 267 or 707(b) or under Section 1563(a) of the Code.

Trust Estate: the moneys, securities, revenues, receipts, and funds transferred, pledged, and assigned to the Trustee pursuant to the Granting Clauses hereof.

Trustee: UMB Bank, n.a., in Denver, Colorado, in its capacity as trustee hereunder, or any successor Trustee, appointed, qualified, and acting as trustee, paying agent, and bond registrar under the provisions of this Indenture.

Trustee Fees: means the amount of the fees and expenses of the Trustee charged or incurred in connection with the performance of its ordinary services and duties rendered hereunder (and under any other indenture entered into by the Authority in connection with the issuance of Parity Bonds or Subordinate Bonds), as the same become due and payable as described in Section 9.02 (a) hereof, but not in excess of \$4,000 annually per bond issue; provided, however, that this definition does not include expenses incurred by the Trustee in connection with the performance

of extraordinary services and duties as described in Section 9.02 (b) hereof, which expenses shall be payable by the Authority in accordance with the provisions thereof.

Underwriter: Northland Securities, Inc., of Minneapolis, Minnesota.

Section 1.02. Interpretation. In this Indenture, unless the context otherwise requires:

(a) the terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and any similar term, refer to this Indenture as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture;

(b) words of the masculine gender include correlative words of the feminine and neuter genders; words importing the singular number include the plural number and vice versa; and the word “person” or similar term includes, but is not limited to, natural persons, firms, associations, corporations, partnerships, and public bodies;

(c) the captions or headings of this Indenture, and the table of contents appended to copies hereof, are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Indenture;

(d) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(e) all exhibits referred to herein are incorporated herein by reference.

Section 1.03. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Indenture shall be made on the assumption that: (i) the principal of and interest on all Bonds shall be paid as and when the same become due as therein and herein provided; and (ii) all credits required by this Indenture to be made to any fund shall be made in the amounts and at the times required.

Section 1.04. Exclusion of Bonds Held By The Authority. In determining whether the Consent Parties with respect to the requisite principal amount of the Outstanding Bonds have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Bonds for which the Authority is the Consent Party or the entity entitled to direct the actions of the Consent Party shall be disregarded and deemed not to be Outstanding.

Section 1.05. Certificates and Opinions.

(a) Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (i) a statement that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such person, he has made

such examination and investigation as is necessary to enable him to express an informed opinion as to whether the covenant or condition has been complied with; (iv) a statement as to whether, in the opinion of such person, the condition or covenant has been complied with; and (v) an identification of any certificate or opinion relied on in such certificate or opinion.

(b) Any opinion of Counsel may be qualified by reference to the constitutional powers of the United States of America, the police and sovereign powers of the State, judicial discretion, bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights or municipal corporations or similar matters.

(c) In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

(d) Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(e) When any person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated to form one instrument.

Section 1.06. Acts of Consent Parties.

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Consent Parties may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Consent Party in person or by agent duly appointed in writing; and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, the Authority. Proof of execution of any such instrument or of a writing appointing any such agent made in the manner set forth in subsection (b) hereof shall be sufficient for any purpose of this Indenture and (subject to Section 9.01 hereof) conclusive in favor of the Trustee and the Authority.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof.

Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(c) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by the Consent Parties with respect to a specified percentage or portion of the Outstanding Bonds shall be conclusive and binding upon all present and future Owners and Consent Parties if the Consent Parties with respect to the specified percentage or portion of the Outstanding Bonds take such action in accordance herewith; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder. In addition, any request, demand, authorization, direction, notice, consent, waiver, or other action by any Consent Party (notwithstanding whether such action was also taken by any other Owner or Consent Party) shall bind the Owner and the Consent Party, and the Owner of and Consent Party with respect to every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder.

Section 1.07. Indenture to Constitute Contract. This Indenture shall constitute a contract among the Authority, the Trustee, and the Owners, and shall remain in full force and effect until the Bonds are no longer Outstanding hereunder.

ARTICLE TWO **THE BONDS**

Section 2.01. Authorization, Terms, Payment, and Form of Bonds.

(a) In accordance with the Constitution of the State of Colorado; the Supplemental Act; the Act.; and all other laws of the State of Colorado thereunto enabling, there shall be issued the Bonds for the purposes hereinafter stated. The aggregate principal amount of the Bonds that may be authenticated and delivered under this Indenture is limited to and shall not exceed \$[Par Amount], except as provided in Section 2.06 and Section 2.09 hereof.

(b) The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Authority shall otherwise direct, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by “R-”.

(c) The Bonds shall be dated as of the date of issuance, and shall bear interest at the rates per annum set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable to the extent of Pledged Revenue available therefor on each June 1 and December 1, commencing on June 1, 2025, and shall mature on June 1 in the years and amounts as follows:

(g) Subject to the provisions of this Indenture, the Bonds shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, and insertions as may be required by the circumstances, be required or permitted by this Indenture, or be consistent with this Indenture and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. The Authority may cause a copy of the text of the opinion of nationally recognized municipal bond Counsel to be printed on the Bonds. Pursuant to the recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds. The Bonds may bear such other endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

Section 2.02. Purpose of Issuance of Bonds. The Bonds are being issued for the purpose of: (i) financing the Project; (ii) funding any of the funds created hereby to the extent provided herein, and (iii) paying costs incurred in connection with the issuance of the Bonds. The Owners of the Bonds shall not be responsible for the application or disposal by the Authority or any of its officers of the funds derived from the sale thereof.

Section 2.03. Trustee as Paying Agent and Bond Registrar.

(a) The Trustee shall perform the functions of paying agent and authenticating registrar with respect to the Bonds. The Trustee shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions hereof. The Authority shall cause the Underwriter to provide the Trustee with an initial registry of the Owners within a reasonable time prior to delivery of the Bonds. The Authority shall be permitted to review the registration books at any time during the regular business hours of the Trustee and, upon written request to the Trustee, shall be provided a copy of the list of Owners of the Bonds. Upon the termination of this Indenture, the Trustee shall promptly return such registration books to the Authority.

(b) The Trustee shall make payments of principal and interest on the Bonds on each date established herein for payment thereof, in the manner and from the sources set forth herein.

(c) The Trustee will register, exchange, or transfer (collectively “transfer”) the Bonds in the manner provided herein. The Trustee reserves the right to refuse to transfer any Bond until it is satisfied that the endorsement on the Bond is valid and genuine, and for that purpose it may require a guarantee of signature by a firm having membership in the Midwest, New York, or American Stock Exchange, or by a bank or trust company or firm approved by it. The Trustee also reserves the right to refuse to transfer any Bond until it is satisfied that the requested transfer is legally authorized, and it shall incur no liability for any refusal in good faith to make a transfer which it, in its judgment, deems improper or unauthorized.

(d) The Authority shall furnish the Trustee with a sufficient supply of blank Bonds for the sole purpose of effecting transfers in accordance herewith and from time to time shall renew such supply upon the request of the Trustee. Blank Bonds shall be signed and sealed by the Authority in the manner set forth herein.

(e) In the event the Authority receives any notice or order which limits or prohibits dealing in the Bonds, it will immediately notify the Trustee of such notice or order and give a copy thereof to the Trustee.

(f) In any circumstances concerning the payment or registration of the Bonds not covered specifically by this Indenture, the Trustee shall act in accordance with federal and state banking laws and its normal procedures in such matters.

Section 2.04. Execution of Bonds; Signatures. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chairperson or Vice-Chairperson of the Authority, sealed with a manual impression or facsimile of its corporate seal, and attested by the manual or facsimile signature of the [Secretary or an Assistant Secretary of the Authority]. In case any officer who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bonds have been authenticated by the Trustee or delivered or sold, such Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee and delivered, and may be sold by the Authority, as though the person or persons who signed such Bonds had remained in office.

Section 2.05. Persons Treated as Owners. The Authority and the Trustee may treat the Owner of any Bond as the absolute Owner of such Bond for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Trustee shall be affected by notice to the contrary.

Section 2.06. Lost, Stolen, Destroyed, or Mutilated Bonds. Any Bond that is lost, stolen, destroyed, or mutilated may be replaced (or paid if the Bond has matured or come due by reason of prior redemption) by the Trustee in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, provide indemnity satisfactory to the Trustee, pay such costs, and present such proof of ownership and loss as may be required by the Trustee. In the event any such lost, stolen, destroyed, or mutilated Bond shall have become due for payment, instead of issuing a replacement Bond as provided above, the Trustee may pay the same, and may charge the Owner the reasonable fees and expenses of the Trustee in connection therewith.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or for the account of the purchasers thereof, as directed by the Authority and in accordance with a written certificate of the Authority.

Section 2.08. Trustee's Authentication Certificate. The Trustee's certificate of authentication upon the Bonds shall be substantially in the form and tenor set forth in Exhibit A attached hereto. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit hereunder unless and until a certificate of authentication on such Bond substantially in such form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee,

but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.09. Registration, Exchange, and Transfer of Bonds.

(a) The Trustee shall act as bond registrar and maintain the books of the Authority for the registration of ownership of each Bond as provided herein.

(b) Bonds may be exchanged at the designated office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books. In all cases of the transfer of a Bond, the Trustee shall enter the transfer of ownership in the registration books, and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions hereof.

(c) The Trustee shall charge the Owner of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(d) The Authority and Trustee shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first business day following the ensuing interest payment date, or (b) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first business day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

(e) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 2.10. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture and upon payment of the principal amount, premium if any, and interest due thereon, or whenever any Outstanding Bond shall be delivered to the Trustee for transfer pursuant to the provisions hereof, such Bond shall be cancelled by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

Section 2.11. Non-presentment of Bonds. In the event any Bonds, or portions thereof, shall not be presented for payment when the principal thereof becomes due, either at

maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof, including accrued interest thereon, shall have been deposited into the Bond Fund or otherwise made available to the Trustee for deposit therein, then on and after the date said principal becomes due, all interest thereon shall cease to accrue and all liability of the Authority to the Owner or Owners thereof for the payment of such Bonds, shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds in a separate trust account for the benefit of the Owner or Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Indenture with respect to said Bond or on, or with respect to, this Indenture. Such moneys shall not be required to be invested during such period by the Trustee. If any Bond shall not be presented for payment within the period of three years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the Authority the funds theretofore held by it for payment of such Bond and payment of such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

Section 2.12. Book-Entry System.

(a) The Bonds shall be initially issued in the form of single, certificated, fully registered Bonds for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede.

(b) With respect to Bonds registered in the name of Cede or held by a Depository, neither the Authority nor the Trustee shall have any responsibility or obligation to any Participant or Beneficial Owner including, without limitation, any responsibility or obligation with respect to: (i) the accuracy of the records of the Depository or any Participant concerning any ownership interest in the Bonds; (ii) the delivery to any Participant, Beneficial Owner, or person other than the Owner, of any notice concerning the Bonds, including notice of redemption; or (iii) the payment to any Participant, Beneficial Owner, or person other than the Owner, of the principal of, premium if any, and interest on the Bonds. The Authority and the Trustee may treat the Owner of any Bond as the absolute Owner of such Bond for the purpose of payment of the principal of, premium if any, and interest on such Bond, for purposes of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium if any, and interest on or in connection with the Bonds only to or upon the order of the Owners, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the payment of the same. No person, other than an Owner, shall receive a certificated Bond evidencing the obligations of the Authority pursuant to this Indenture.

(c) DTC may determine to discontinue providing its service as Depository with respect to the Bonds at any time by giving notice to the Authority and discharging its responsibilities with respect thereto under applicable law. Upon the termination of the services of DTC, a substitute Depository which is willing and able to undertake the system of book-entry transfers upon reasonable and customary terms may be engaged by the Authority or, if the Authority determines in its sole and absolute discretion that it is in the best interests of the

Beneficial Owners or the Authority that the Beneficial Owners should be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the name of Cede or other nominee of a Depository but shall be registered in whatever name or names the Beneficial Owners shall designate at that time, and fully registered Bond certificates shall be delivered to the Beneficial Owners.

ARTICLE THREE **REVENUES AND FUNDS**

Section 3.01. Source of Payment of Bonds. All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable solely from and to the extent of the Pledged Revenue, including all moneys and earnings thereon held in the funds and accounts herein created, and the Pledged Revenue is hereby pledged to the payment of the Bonds. The Bonds shall be secured by and constitute an irrevocable lien upon the Pledged Revenue and the moneys and earnings thereon held in the funds and accounts herein created, but not necessarily an exclusive such lien.

Section 3.02. Creation of Funds and Accounts. There are hereby created and established the following funds and accounts, which shall be established with the Trustee and maintained by the Trustee in accordance with the provisions of this Indenture:

- (a) the Project Fund;
- (b) the Bond Fund; and
- (c) the Reserve Fund.

Section 3.03. Initial Credits. Immediately upon issuance of the Bonds and from the proceeds thereof and other legally available funds of the Authority, and after payment of the Underwriter's discount, and the other costs of issuing the Bonds (which costs may be retained by the Trustee in such account as it may determine, pursuant to any closing memorandum provided by the Underwriter, and paid by the Trustee at closing and for a period of 90 days after closing, after which any remaining moneys shall be credited to the Project Fund), the Authority shall make the following credits:

(a) to the Bond Fund, the amount of \$[_____] for use in making the debt service payments due on the Bonds through and including June 1, 2027;

(b) to the Reserve Fund, the amount of \$[_____], which is equal to the Required Reserve; and

(c) to the Project Fund, \$[_____].

Section 3.04. Project Fund.

(a) *Disbursements from Project Fund* - So long as no Event of Default shall have occurred and be continuing, the Trustee will disburse funds from the Project Fund in accordance with requisitions in substantially the form set forth herein as Exhibit B, signed by the

Authority Representative or the Chairperson or Vice-Chairperson of the Authority. The Trustee may rely conclusively upon any such requisition received and shall have no obligation to make an independent investigation in connection therewith.

(b) *Termination of Project Fund* - Upon the receipt by the Trustee of a resolution of the Authority determining that all Project Costs have been paid, any balance remaining in the Project Fund shall be credited to the Bond Fund. In addition, upon the Trustee's receipt of written notice of the Authority's determination that the funds in the Project Fund exceed the amount necessary to pay all Project Costs, such excess amount shall be credited to the Bond Fund in the amounts determined by the Authority. The Project Fund shall terminate at such time as no further moneys remain therein.

(c) *Event of Default* - Upon the occurrence and continuance of an Event of Default, the Trustee will cease disbursing moneys from the Project Fund, but instead shall apply such moneys in the manner provided by Article Eight hereof.

Section 3.05. Flow of Funds. The Authority shall transfer all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, and in no event later than the 15th day of the calendar month immediately succeeding the calendar month in which such revenue is received by the Authority. To the extent permitted by law, the Trustee shall apply the Pledged Revenue and such other moneys in the following order of priority. For purposes of the following: (i) the priorities established below are intended to create a tiered "waterfall" structure in which no Pledged Revenue flows to a lower priority until all of the higher priorities have been fully funded as provided herein; (ii) when credits to more than one fund, account, or purpose are required at any single priority level, such credits shall rank *pari passu* with each other, and (iii) when credits are required to go to funds or accounts which are not held by the Trustee under this Indenture, the Trustee may rely upon the written instructions of the Authority with respect to the appropriate funds or accounts to which such credits are to be made.

FIRST: To the Trustee, in an amount sufficient to pay the Trustee Fees then due and payable;

SECOND: To the credit of the Bond Fund, the amounts required by Section 3.06 hereof entitled "Bond Fund", and to the credit of any other similar fund or account established for the current payment of the principal of, premium if any, and interest on any other Parity Bonds, the amounts required by the documents pursuant to which the Parity Bonds are issued;

THIRD: To the credit of the Reserve Fund, the amounts required by Section 3.07 hereof entitled "Reserve Fund", and to the credit of any reserve fund or similar fund established in connection with any other Parity Bonds to secure the payment of the principal of, premium if any, and interest on such Parity Bonds and fully funded as of the date of issuance of such Parity Bonds, the amounts required by the documents pursuant to which such other Parity Bonds are issued;

FOURTH: To the credit of any other fund or account established for the payment of the principal of, premium if any, and interest on Subordinate Bonds, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the documents pursuant to which the Subordinate Bonds are issued; and

FIFTH: To the credit of any other fund or account as may be designated by the Authority, to be used for any lawful purpose, any Pledged Revenue remaining after the payments and accumulations set forth above.

Section 3.06. Bond Fund.

(a) Subject to the receipt of sufficient Pledged Revenue, there shall be credited to the Bond Fund each Bond Year an amount of Pledged Revenue which, when combined with other legally available moneys in the Bond Fund (not including moneys deposited thereto from other funds pursuant to the terms hereof), will be sufficient to pay the principal of, premium if any, and interest on the Bonds which has or will become due in the Bond Year in which the credit is made.

(b) Moneys in the Bond Fund (including any moneys transferred thereto from other funds pursuant to the terms hereof) shall be used by the Trustee solely to pay the principal of, premium if any, and interest on the Bonds, in the following order:

- (i) First, to the payment of interest due in connection with the Bonds (including without limitation current interest, accrued but unpaid interest, and interest due as a result of compounding, if any); and
- (ii) Second, to the extent any moneys are remaining in the Bond Fund after the payment of such interest, to the payment of the principal of and premium, if any, on the Bonds, whether due at maturity or upon prior redemption.

(c) In the event that available moneys in the Bond Fund (including any moneys transferred thereto from other funds pursuant to the terms hereof) are insufficient for the payment of the principal of, premium if any, and interest due on the Bonds on any due date, the Trustee shall apply such amounts on such due date as follows:

- (i) First, the Trustee shall pay such amounts as are available, proportionally in accordance with the amount of interest due on each Bond.
- (ii) Second, the Trustee shall apply any remaining amounts to the payment of the principal of and premium, if any, on as many Bonds as can be paid with such remaining amounts, such payments to be in increments of \$5,000 or any integral multiple thereof, plus any premium. Bonds or portions thereof to be redeemed pursuant to

such partial payment shall be selected by lot from the Bonds the principal of which is due and owing on the due date.

Section 3.07. Reserve Fund.

(a) Subject to the receipt of sufficient Pledged Revenue, the Reserve Fund shall be maintained in the amount of the Required Reserve as provided herein solely for the purpose of paying the principal of and interest on the Bonds.

(b) Moneys in the Reserve Fund shall be used by the Trustee, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on the Bonds, and the Reserve Fund is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Bond Fund are insufficient to pay the principal of, premium if any, or interest on the Bonds when due, the Trustee shall transfer from the Reserve Fund to the Bond Fund an amount which, when combined with moneys in the Bond Fund, will be sufficient to make such payments when due. In the event that moneys in the Bond Fund and the Reserve Fund are together insufficient to make such payments when due, the Trustee will nonetheless transfer all moneys in the Reserve Fund to the Bond Fund.

(c) If at any time the Reserve Fund is drawn upon or valued so that the amount of the Reserve Fund is less than the Required Reserve, then the Trustee shall apply Pledged Revenue to the credit of the Reserve Fund in amounts sufficient to bring the amount credited to the Reserve Fund to the Required Reserve. Such deposits and payments shall be made at the earliest practicable time, but in accordance with and subject to the limitations of Section 3.05 hereof entitled "Flow of Funds". For purposes of this Section, investments credited to the Reserve Fund shall be valued on the basis of their current market value, as reasonably determined by the Authority, which value shall be determined at least annually, and any deficiency resulting from such evaluation shall be replenished as aforesaid. The amount credited to the Reserve Fund shall never exceed the amount of the Required Reserve.

(d) Notwithstanding the foregoing, Permitted Refunding Bonds may be secured by the Reserve Fund in the same fashion as the Bonds remaining Outstanding after issuance of such Permitted Refunding Bonds, and if so secured, such Permitted Refunding Bonds shall have a claim upon the Reserve Fund which ranks *pari passu* with the claim of the Bonds remaining Outstanding after issuance of such Permitted Refunding Bonds.

(e) So long as the amount of the Reserve Fund is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Bond Fund; provided that if the amount of the Reserve Fund is less than the Required Reserve, then such interest income shall be credited to the Reserve Fund.

(f) Amounts on deposit in the Reserve Fund on the final maturity date of the Bonds shall be applied to the payment of the Bonds on such date.

Section 3.08. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust for the purposes specified in this Indenture, and except for moneys paid to the Trustee for its fees and expenses, shall constitute part of the Trust Estate and be subject to the lien hereof. Except to the

extent otherwise specifically provided in Article Seven, and Section 8.05 hereof, the Authority shall have no claim to or rights in any moneys deposited with or paid to the Trustee hereunder.

Section 3.09. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds provided herein shall be governed by §11-57-208 of the Supplemental Act, this Indenture, and the Bond Resolution. The amounts pledged to the payment of the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge and the obligation to perform the contractual provisions hereof and of the Bond Resolution shall have priority over any and all other obligations and liabilities of the Authority, except as may be otherwise provided in the Supplemental Act, in this Indenture, in the Bond Resolution, or in any other instrument, but subject to any prior pledges and liens. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

ARTICLE FOUR **COVENANTS OF AUTHORITY**

Section 4.01. Performance of Covenants, Authority. The Authority covenants that it will faithfully perform and always observe any and all covenants, undertakings, stipulations, and provisions contained in the Bond Resolution, this Indenture, the Bonds, and all its proceedings pertaining hereto. The Authority covenants that it is duly authorized under the constitution and laws of the State of Colorado, including, particularly and without limitation, the Act, to issue the Bonds and to execute this Indenture and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken and will be duly taken as provided herein, and that the Bonds are and will be valid and enforceable obligations of the Authority according to the terms thereof.

Section 4.02. Instruments of Further Assurance. The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, and pledging unto the Trustee all and singular the Trust Estate.

Section 4.03. Maintenance of Existence. The Authority shall maintain its existence as a public body politic and corporate of the State.

Section 4.04. Ownership, Maintenance and Repair of Facilities. The Authority shall own and operate the Facilities. The Authority shall also maintain the Facilities, or cause the Facilities to be maintained, in a reasonably safe condition and in good repair and in good operating condition, ordinary wear and tear excepted.

Section 4.05. Sale or Conveyance of the Facilities. The Authority shall not voluntarily Transfer the Facilities or any portion thereof. Leases to residents shall not be considered to constitute such a Transfer.

Section 4.06. Completion of Project. The Authority shall promptly undertake and work to diligently complete the Project.

Section 4.07. Insurance. The Authority shall, at its sole cost and expense, maintain the insurance coverages described in this Section 4.06 with respect to the Facilities and shall pay, as the same become due and payable, all premiums in respect thereto.

(a) Required Coverages. The insurance coverages to be maintained by the Authority shall include, without limitation, the following:

(i) Property. Insurance against loss or damage by fire, lightning, earthquake and other perils, on an all-risk basis, with such coverage to be in an amount not less than the full replacement value of the Facilities.

(ii) Liability. Insurance protecting the Authority against loss or losses from liability imposed by law or assumed in any written contract and arising from personal injury including bodily injury or death, having a limit of liability of not less than One Million Dollars (\$1,000,000) (combined single limit for personal injury, including bodily injury or death, and property damage), and Five Million Dollars (\$5,000,000) aggregate for personal injury, including bodily injury or death and property damage.

(A) Such liability policies must provide comprehensive general liability insurance with coverages for property and operations, blanket contractual liability, personal injury liability, builder's risk coverage on stored materials, broad form property damage (including completed operations), explosion hazard, collapse hazard and underground property damage hazard.

(B) All such policies referred to herein must be written on an occurrence basis to provide blanket contractual liability, broad form property damage coverage, and coverage for products and completed operations. Liability insurance under this clause (ii) may be provided under a blanket policy which specifically refers to the Facilities. During the period of construction of any Facilities, the Authority may cause any general contractor for any Facilities, the major subcontractors and/or all other subcontractors to maintain in full force and effect any or all of the liability insurance required under this clause (B).

(iii) Business Interruption. Business interruption insurance (extra expense/loss of income insurance) in an amount sufficient to cover any loss of income from the Facilities in an amount of not less than actual income loss for a period of twelve (12) months. This coverage shall be in effect commencing on the Completion Date.

(iv) Flood. A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Improvements under the Flood Disaster Protection Act of 1973, as amended.

(v) Contractor. The General Contractor shall be required to carry liability insurance of the type and providing the minimum limits set forth

below (such insurance may also be carried by the Authority on the General Contractor's behalf):

(A) Workers' compensation insurance, disability benefits insurance and each other form of insurance General Contractor is required by law to provide in order to cover loss resulting from injury, sickness, disability or death of employees of General Contractor who are located on or assigned to the Facilities.

(B) Comprehensive general liability insurance on an occurrence basis providing coverage for property and operations, products and completed operations, blanket contractual liability, personal injury liability, broad form property damage (including completed operations), explosion hazard, collapse hazard and underground property damage hazard. Such policy shall have a limit of liability of not less than one million dollars (\$1,000,000) (combined single limit for personal injury, including bodily injury or death, and property damage), and two million dollars (\$2,000,000) aggregate for personal injury, including bodily injury or death and property damage.

(C) During all periods of construction or rehabilitation of the Facilities, Builder's Risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the Facilities on a replacement cost basis.

(vi) Architect. Any architect for any of the Facilities shall be required to provide architect's professional liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000). Such policy shall permit claims for a period of not less than three (3) years after the completion of any Facilities.

(vii) Engineer. Any engineer for any of the Facilities shall be required to provide engineer's professional liability insurance with a limit of liability of not less than One Million Dollars (\$1,000,000). Such policy shall permit claims for a period of not less than three (3) years after the completion of any Facilities.

(viii) Title Insurance. So long as any Bonds are Outstanding, the Authority shall secure and maintain an ALTA extended coverage mortgagee's title insurance policy or similar policy in the amount of the original principal amount of the Bonds insuring the lien of the Deed of Trust to be a first and prior lien upon the Facilities.

(b) Insurance Providers and Policies. All required insurance shall be procured from and maintained with financially sound and generally recognized responsible insurance companies selected by the Authority (provided that such companies shall comply with the requirements of this Section 4.06). Such companies should be authorized to write

such insurance in the State. The company issuing the policies shall be rated “A-” or better by A.M. Best Co, in Best’s Key Guide, or such other rating as may be acceptable to the Trustee. All property policies evidencing the required insurance shall name the Trustee as first mortgagee, and all liability policies evidencing the required insurance shall name the Trustee as additional insured. All policies shall provide for payment to the Trustee of the net proceeds of insurance in excess of \$100,000 resulting from any claim for loss or damage thereunder (except in the case of liability insurance, in which case the net proceeds shall be paid directly to the aggrieved party), shall not be cancelable as to the interests of the Trustee due to the acts of the Authority, and shall provide for at least thirty (30) days’ prior written notice of the cancellation or modification (including reduction in coverage) thereof to the Trustee.

(c) Evidence. All policies of insurance, or certificates of insurance evidencing that such insurance is in full force and effect, shall be delivered to the Trustee on or before the date of issuance of the Bonds. At least thirty (30) days prior to the expiration or cancellation of each such policy, the Authority shall furnish the Trustee with evidence that such policy has been renewed or replaced, in the form of a certificate reflecting that there is in full force and effect, with a term covering the next succeeding calendar year, insurance of the types and in the amounts required.

Section 4.08. Debt Service Coverage Ratio. The Authority shall, to the extent permitted by the Act, operate the Facilities and impose rates, fees, and charges related thereto, to produce Pledged Revenue at least equal to 1.25x the principal of and interest due on the Bonds in each Bond Year. Such covenant shall be tested using the Authority’s audit required by Section 4.09 hereof.

Section 4.09. Audit and Budget. At least once a year the Authority will cause an audit to be performed of the records relating to its revenues and expenditures, and the Authority shall use its reasonable efforts to have such audit report completed no later than September 30 of each year. The foregoing covenant shall apply notwithstanding any state law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Authority will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

Section 4.10. Damage, Destruction and Condemnation

(a) Damage, Destruction and Condemnation. If the Facilities or any portion thereof are destroyed (in whole or in part) or are damaged by fire or other casualty or (ii) the Facilities are condemned, *i.e.*, title to or any interest in, or the temporary use of, the Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then the Authority shall be obligated to continue to pay the Bonds in the manner specified in this Indenture.

(b) Application of Net Proceeds. The Authority shall promptly notify the Trustee of any damage, destruction or condemnation to the Facilities if the estimated cost of repair or replacement exceeds \$250,000.

(1) If an Event of Default is in existence hereunder, the Trustee may, at the Trustee's election, receive and retain the Net Proceeds of any insurance and apply them (i) to the redemption of the Bonds in whole or in part on the next interest payment date, in accordance with Section 5.01(c) hereof, or (ii) to the prompt repair or replacement of the Property.

(2) So long as no Event of Default has occurred and is continuing, the Authority may elect to repair and restore the Facilities by certifying such fact to the Authority within ninety (90) days of the date the Authority provides notification to the Authority of any damage, destruction or condemnation to the Facilities pursuant to Section 4.10(b). Following the receipt of such certification, the Trustee shall make the Net Proceeds available to the Authority for repair and restoration of the Facilities pursuant to draw request procedures acceptable to the Trustee and upon the Authority's receipt of such Net Proceeds, the Authority agrees to promptly repair and replace the damaged or destroyed Facilities in a manner acceptable to the Trustee. Any Net Proceeds remaining after repair and restoration of the Property has occurred and is continuing shall be paid to the Authority.

(3) If the Authority fails to certify to the Trustee that it intends to repair or restore the Facilities within the timeframe described in clause (2) above, or the Authority affirmatively certifies to the Trustee that it does not intend to repair or replace the Facilities, then the Trustee shall apply the Net Proceeds to the redemption of the Bonds in whole or in part on the next interest payment date, in accordance with Section 5.01(c) hereof.

(c) Insufficiency of Proceeds.

(1) If the Net Proceeds described in Section 4.10(b)(2) above are insufficient to pay in full the cost of any repairs or restoration of the Facilities, the Authority agrees to nonetheless complete the work and pay any cost in excess of the amount of the Net Proceeds. The Authority further agrees that, if by reason of any such insufficiency of the Net Proceeds the Authority shall make any payments pursuant to the provisions of this subsection (c), the Authority shall not be entitled to any reimbursement therefor, nor shall the Authority be entitled to any diminution of the Bonds.

(2) If the Net Proceeds described in Section 4.10(b)(3) above are insufficient to redeem in full the principal of and interest on the Bonds, the Authority shall continue to be obligated to pay the remaining principal of and interest on the Bonds when due.

Section 4.11. Additional Bonds.

(a) *In General* - After issuance of the Bonds, no Additional Bonds may be issued except in accordance with the provisions of this Section. Nothing herein shall affect or restrict the right of the Authority to issue or incur obligations which are not Additional Bonds hereunder; provided that notwithstanding the foregoing or anything herein to the contrary, the Authority shall not create, incur, assume, or suffer to exist any liens or encumbrances upon the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

(b) *Permitted Refunding Bonds* - The Authority may issue Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the Authority in its absolute discretion.

(c) *Parity Bonds* - The Authority may issue additional Parity Bonds if such issuance is consented to by the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding, provided that, with or without such consent, the Authority may issue additional Parity Bonds if each of the following conditions are met as of the date of issuance of such additional Parity Bonds:

- (i) No Event of Default has occurred and is continuing, and no amounts of principal or interest on the Bonds or any other Parity Bonds are due but unpaid; provided that if such Event of Default or failure to pay principal or interest will be fully cured upon issuance of the additional Parity Bonds, this condition will be deemed to have been met.
- (ii) The amount of the Reserve Fund is not less than the Required Reserve.
- (iii) A separate reserve fund is created for the security of the Parity Bonds in an amount not less than 10% of the issue price of such Parity Bonds or such lesser amount as may be permitted to be used for deposits of the proceeds of tax-exempt obligations to reasonably required reserve or replacement funds under then-existing federal income tax rules and regulations, such separate reserve fund to function in substantially the same fashion as the Reserve Fund for the Bonds, which separate reserve fund shall be fully funded as of the date of issuance of the Parity Bonds from the proceeds of the Parity Bonds or from any other source other than Pledged Revenue, and which may be replenished from Pledged Revenue in accordance with the Section hereof entitled "Flow of Funds".
- (iv) For the first fiscal year following the issuance of the additional Parity Bonds, Pledged Revenue is projected to be at least equal to 1.50x the principal of and interest due on the Bonds and such Additional Parity Bonds in such fiscal year as certified by the County Manager or the County's Chief Financial Officer.

(d) *Subordinate Bonds* - The Authority may issue Subordinate Bonds if such issuance is consented to by the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding, provided that, with or without such consent, the Authority may issue Subordinate Bonds so long as the Subordinate Bonds are payable as to both principal and interest on an annual basis, on a date in any calendar year which is after the final principal or interest payment date due in that calendar year on the Bonds.

(e) *Authority Certification* - A written certificate by the Chairperson or Vice-Chairperson of the Authority that the conditions for issuance of Additional Bonds set forth herein are met shall conclusively determine the right of the Authority to authorize, issue, sell, and deliver such Additional Bonds in accordance herewith.

ARTICLE FIVE
PRIOR REDEMPTION

Section 5.01. Prior Redemption.

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$5,000, on December 1, 20[___], and on any date thereafter, at a redemption price equal to the principal amount redeemed plus accrued interest thereon to the redemption date.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing in [_____] also are subject to mandatory sinking fund redemption prior to the maturity date of such Bonds, in part, by lot, upon payment of par and accrued interest, without redemption premium, on December 1 in the years and amounts set forth below:

Year of Redemption	Redemption Amount
	\$
*	

* final maturity, not a sinking fund redemption

With respect to each maturity of the Bonds subject to mandatory sinking fund redemption, on or before forty-five (45) days prior to each sinking fund installment date for such maturity as set forth above, the Trustee shall select for redemption, by lot in such manner as the Trustee may determine, from the Outstanding Bonds of that maturity, a principal amount of such Bonds equal to the applicable sinking fund installment. The amount of the applicable sinking fund installment for any particular date and maturity may be reduced by the principal amount of any Bonds of that maturity which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, shall be applied in such year or years as may be determined by the Authority.

(c) *Extraordinary Mandatory Redemption.* The Bonds are subject to extraordinary mandatory redemption prior to maturity as a whole or in part at the election of the Authority in accordance with the terms of Section 4.10(b) hereof, at a redemption price equal to the principal amount redeemed plus accrued interest thereon to the redemption date.

Section 5.02. Redemption Procedure and Notice.

(a) If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Trustee shall determine. The Bonds shall be redeemed only in integral multiples of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$5,000. In the event a portion of any Bond is redeemed, the Trustee shall, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

(b) In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid), not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the Authority by the Trustee; provided that so long as the Bonds are held by DTC or any other Depository, such notice may be given by electronic means in lieu of mailed notice. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the Authority. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

ARTICLE SIX
INVESTMENTS

Section 6.01. Investments.

(a) All moneys held by the Trustee in any of the funds or accounts created hereby shall be promptly invested or reinvested by the Trustee, at the written direction of the Authority Representative, in Permitted Investments only.

(b) Such investments shall mature or be redeemable at the option of the Owner thereof no later than the respective dates when moneys held for the credit of such fund or account will be required for the purposes intended. The Authority Representative may direct the Trustee to, or in the absence of direction, the Trustee shall, in accordance with this subsection, invest and reinvest the moneys in any money market fund which is a Permitted Investment so that the maturity

date, interest payment date, or date of redemption, at the option of the Owner of such investment, shall coincide as nearly as practicable with the times at which money is needed to be so expended. The Trustee shall have no obligation to determine whether any investment directed by the Authority constitutes a Permitted Investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees, and it is specifically provided herein that the Trustee may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Authority that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by the Authority shall be sufficient, unless the Authority notifies the Trustee in writing to the contrary within 30 days of the date of such statement.

(c) Any and all such investments shall be subject to full and complete compliance at all times with the covenants and provisions of Section 6.02 hereof.

Section 6.02. Tax Matters.

(a) The Authority covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, any funds of the Authority, or any facilities financed with the proceeds of the Bonds, if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law.

(b) In the event that at any time the Authority is of the opinion that for purposes of this Section it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee or held by the Authority under this Indenture, the Authority shall so restrict or limit the yield on such investment or shall so instruct the Trustee in a detailed certificate, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Authority specifically covenants to comply with the provisions and procedures of the Tax Certificate.

(d) The Authority further covenants to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed, or final Treasury Regulations as may be applied to the Bonds from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other

provisions of this Indenture concerning the deposit and transfer of interest earnings to or from any other fund or account. Moneys set aside to pay such rebate amounts pursuant to this paragraph are not subject to any lien created hereunder for the benefit of the Owners. This covenant shall survive the payment in full or the defeasance of the Bonds. The Authority makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 55(k), respectively, of the Code).

(e) The covenants contained in this Section shall remain in full force and effect until the date on which all obligations of the Authority in fulfilling such covenants under the Code and Colorado law have been met, notwithstanding the payment in full or defeasance of the Bonds.

Section 6.03. Use of Interest Income. Except as provided hereafter for investments of the Reserve Fund, the interest income derived from the investment and reinvestment of any moneys in any fund or account held by the Trustee hereunder shall be credited to the fund or account from which the moneys invested were derived. With respect to the Reserve Fund, so long as the amount of the Reserve Fund is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Bond Fund; provided that if the amount of the Reserve Fund is less than the Required Reserve, then such interest income shall be credited to the Reserve Fund.

ARTICLE SEVEN **DISCHARGE OF LIEN**

Section 7.01. Discharge of the Lien of the Indenture.

(a) If the Authority shall pay or cause to be paid to the Trustee, for the Owners of the Bonds, the principal of, premium if any, and interest to become due thereon at the times and in the manner stipulated herein, and if the Authority shall keep, perform, and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed to be kept, performed, and observed by it or on its part, and if all fees and expenses of the Trustee required by this Indenture to be paid shall have been paid, then these presents and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof, and assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, and deliver any amounts required to be paid to the Authority under Section 8.05 hereof, except for moneys and Federal Securities held by the Trustee for the payment of the principal of, premium if any, and interest on the Bonds.

(b) Any Bond shall, prior to the maturity or prior redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 7.01 if, for the purpose of paying such Bond (i) there shall have been deposited with the Trustee an amount sufficient, without investment, to pay the principal of, premium if any, and interest on such Bond as the same becomes due at maturity or upon one or more designated prior redemption dates, or (ii) there shall have been placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in

which such amount may be invested) to pay the principal of, premium if any, and interest on such Bond, as the same becomes due at maturity or upon one or more designated prior redemption dates. The Federal Securities in any such escrow shall not be subject to redemption or prepayment at the option of the issuer, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a Certified Public Accountant.

(c) Neither the Federal Securities, nor moneys deposited with the Trustee or placed in escrow and in trust pursuant to this Section 7.01, nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium if any, and interest on the Bonds; provided however, that any cash received from such principal or interest payments on such Federal Securities, if not then needed for such purpose, shall, to the extent practicable, be reinvested subject to the provisions of Article Six hereof in Federal Securities maturing at the times and in amounts sufficient to pay, when due, the principal of, premium if any, and interest on the Bonds.

(d) Prior to the investment or reinvestment of such moneys or such Federal Securities as herein provided, the Trustee may require and may rely upon: (i) an opinion of nationally recognized municipal bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee, that the investment or reinvestment of such moneys or such Federal Securities complies with Section 6.02 hereof; and (ii) a report of a Certified Public Accountant that the moneys or Federal Securities will be sufficient to provide for the payment of the principal of, premium if any, and interest on the Bonds when due.

(e) The release of the obligations of the Authority under this Section shall be without prejudice to the rights of the Trustee to be paid reasonable compensation by the Authority for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred in the administration of the trust hereby created, the exercise of its powers, and the performance of its duties hereunder.

Section 7.02. Continuing Role as Bond Registrar and Paying Agent.

Notwithstanding the defeasance of the Bonds prior to maturity and the discharge of this Indenture as provided in Section 7.01 hereof, the Trustee shall continue to fulfill its obligations under Section 2.03 hereof until the Bonds are fully paid, satisfied, and discharged.

ARTICLE EIGHT
DEFAULT AND REMEDIES

Section 8.01. Events of Default. The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an Event of Default under this Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental

body), and there shall be no default or Event of Default hereunder except as provided in this Section:

(a) The Authority fails to pay the principal of, premium, if any, or interest on the Bonds when due;

(b) The Authority defaults in the performance or observance of any of the covenants, agreements, or conditions on the part of the Authority in this Indenture, the Bond Resolution, or the Deed of Trust, other than as described in Section 8.01(a) hereof, and fails to remedy the same after notice thereof pursuant to Section 8.12 hereof; or

(c) The Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

Section 8.02. Remedies on Occurrence of Event of Default.

(a) Upon the occurrence and continuance of an Event of Default, the Trustee shall have the following rights and remedies which may be pursued:

(i) *Acceleration of Bond Payments.* The Trustee may at its option, by written notice to the Authority, declare an amount equal to the amount of the Bonds then Outstanding, together with an amount equal to the interest accrued thereon, immediately due and payable under this Indenture, and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by the Authority.

(ii) *Receivership.* Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings, subject however, to constitutional limitations inherent in the sovereignty of the Authority; but notwithstanding the appointment of any receiver or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

(iii) *Suit for Judgment.* The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Act, the Bonds, the Bond Resolution, this Indenture, the Deed of Trust, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, shall deem appropriate.

(iv) *Mandamus or Other Suit.* The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

(b) No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers, or remedies of the Trustee hereunder, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners shall continue unimpaired as before.

(c) If any Event of Default under Section 8.01(a) or (b) shall have occurred and if requested by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 8.02 as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Owners; provided that the Trustee at its option shall be indemnified as provided in Section 9.01(m) hereof.

Section 8.03. Control of Proceedings. The Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof; and provided further that at its option the Trustee shall be indemnified as provided in Section 9.01(m) hereof.

Section 8.04. Rights and Remedies of Owners. No Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or under the Deed of Trust, unless a default has occurred of which the Trustee has been notified as provided in Section 9.01 hereof, or of which under that Section it is deemed to have notice, and unless such default shall have become an Event of Default and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in their own name, nor unless they have also offered to the Trustee indemnity as provided in Section 9.01(m) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture or the Deed of Trust, or for the appointment of a receiver or for any other remedy hereunder or under the Deed of Trust; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his, her, its, or their action, or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided or in the Deed of Trust and for the equal benefit of the Owners of all Bonds then Outstanding.

Section 8.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article or the Deed of Trust, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and the fees (including attorneys' fees and any other professionals hired by the Trustee hereunder), expenses, liabilities, and advances incurred or made by the Trustee, shall be deposited in the appropriate accounts or accounts created hereunder in the same manner as is provided for deposits of other revenue and used for the purposes thereof, until the principal of, premium if any, and interest on all of the Bonds has been paid in full. Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section and all expenses and fees of the Trustee

have been paid, any balance remaining in any of the funds held hereunder shall be paid to the Authority.

Section 8.06. Trustee May Enforce Rights Without Bonds. All rights of action and claims under this Indenture or any of the Bonds Outstanding hereunder may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

Section 8.07. Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Authority, the Trustee shall, to the extent permitted by law, file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings, without prejudice, however, to the right of any Owner to file a claim in his own behalf.

Section 8.08. Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

Section 8.09. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Trustee and the Owners provided herein shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.11. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Consent Parties with respect to not less than a majority in aggregate principal amount of all the Bonds then Outstanding; provided however, that there shall not be waived without the consent of the Consent Parties with respect to one hundred percent (100%) of the Bonds then Outstanding as to which the Event of Default exists any Event of Default under Section 8.01(a) and (b) hereof. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely

to the Trustee, then in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.12. Notice of Default; Opportunity to Cure Defaults.

(a) The Trustee shall give to the Owners of all Bonds notice by mailing to the address shown on the registration books maintained by the Trustee, provided that so long as the Bonds are held by DTC or any other Depository, such notice may be given by electronic means in lieu of mailed notice, of all Events of Default known to the Trustee (as determined pursuant to Section 9.01(h) hereof), within ninety (90) days after the occurrence of such Event of Default unless such Event of Default shall have been cured before the giving of such notice; provided that, the Trustee shall be protected in withholding such notice if and so long as a committee of its corporate trust department in good faith determines that the withholding of such notice is not detrimental to the interests of the Owners.

(b) No default under subsection 8.01(c) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds Outstanding to the Authority, and the Authority shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued thereafter until the default is corrected.

ARTICLE NINE
CONCERNING TRUSTEE

Section 9.01. Acceptance of Trusts and Duties of Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of any Event of Default which may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, but shall be answerable for the conduct of the same in accordance with the standards specified in Section 9.01(g) hereof, and shall be entitled to act upon the advice or an opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay (and be reimbursed as provided in Section

9.02 hereof) such compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon the advice or opinion of such attorneys, agents, receivers, or employees chosen with due care.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording or filing of this Indenture or any financing statements (other than continuation statements), or for the validity of the execution by the Authority of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Authority, except as expressly herein set forth; but the Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions, and agreements aforesaid. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article Six hereof.

(d) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof (except for funds or investments held by the Trustee) or of any money paid to or upon the order of the Authority under any provision of this Indenture. The Trustee, in its individual or any other capacity, may become the Owner of the Bonds with the same rights which it would have if not the Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by the Authority Representative or the Authority's Chairperson or Vice-Chairperson or such other person as may be designated for such purpose by a certified resolution of the Authority as sufficient evidence of the facts therein contained, and, prior to the occurrence of a default of which the Trustee has been notified as provided in Section 9.01(h) hereof or of which by said Section it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct, and shall not be answerable for any negligent act of its attorneys, agents, or receivers which have been selected by the Trustee with due care.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law.

(j) At any and all reasonable times the Trustee or its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all books, papers, and records of the Authority pertaining to the Bonds and the Pledged Revenue, and to take such memoranda from and in regard thereto as may be desired.

(k) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee, as may be deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, or the taking of any other action by the Trustee.

(l) All records of the Trustee pertaining to the Bonds shall be open during reasonable times for inspection by the Authority.

(m) The Trustee shall not be required to advance its own funds, and before taking any action to enforce the terms of this Indenture against the Authority, the Trustee may require that indemnity satisfactory to it be furnished to it for the reimbursement of all costs and expenses which it may incur, including attorney's fees, and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken.

(n) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise with respect to the Bonds.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure

material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control which result in the suspension of operations of the Trustee, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that in such an event, the Trustee shall: (i) use its best efforts to resume and perform its obligations hereunder at the earliest practicable time; and (ii) use its best efforts to provide the Authority with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

Section 9.02. Fees and Expenses of the Trustee.

(a) The Trustee shall be entitled to payment and reimbursement of its fees and expenses for ordinary services rendered hereunder (which compensation is not intended by the parties hereto to be limited by any provision of law in regard to the compensation of a trustee of an express trust) as and when the same become due, and all advances, agent, and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services. The Trustee reserves the right to renegotiate its current fees for ordinary services to correspond with changing economic conditions, inflation and changing requirements relating to the Trustee's ordinary services.

(b) In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

Section 9.03. Resignation or Replacement of Trustee.

(a) The Trustee may resign, subject to the appointment of a successor, by giving thirty (30) days' notice of such resignation to the Authority and to all Owners of Bonds specifying the date when such resignation shall take effect. Such resignation shall take effect on the date specified in such notice unless a successor shall have been previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor. The Trustee may petition the courts to appoint a successor in the event no such successor shall have been previously appointed. The Trustee may be removed at any time by an instrument in writing, executed by a majority of the Owners in aggregate principal amount of the Bonds then Outstanding. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

(b) In case the Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Authority so long as it is not in

default hereunder; otherwise by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys-in-fact appointed; provided however, that even if the Authority is in default hereunder it may appoint a successor until a new successor shall be appointed by the Authority or the Owners as herein authorized. The Authority, upon making such appointment, shall forthwith give notice thereof to the Owners by mailing to the address shown on the registration books maintained by the Trustee, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the Authority shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Authority or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, as applicable.

(c) Every successor Trustee shall always be a commercial bank or trust company in good standing, qualified to act hereunder, and having a capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms. Any successor appointed hereunder shall execute, acknowledge, and deliver to the Authority an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed, or conveyance, become vested with all estates, properties, rights, powers, and trusts of its predecessor in the trust hereunder with like effect as if originally named as the Trustee hereunder, and thereupon the duties and obligations of the predecessor shall cease and terminate; but the Trustee retiring shall, nevertheless, on the written demand of its successor and upon the payment of the fees and expenses owed to the predecessor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the predecessor, who shall duly assign, transfer, and deliver to the successor all properties and moneys held by it under this Indenture. If any instrument from the Authority is required by any successor for more fully and certainly vesting in and confirming to it the estates, properties, rights, powers, and trusts of the predecessor, those instruments shall be made, executed, acknowledged, and delivered by the Authority on request of such successor.

(d) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed or recorded.

Section 9.04. Conversion, Consolidation, or Merger of Trustee. Anything herein to the contrary notwithstanding, any bank or trust company or other person into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole, shall be the successor of the Trustee under this Indenture with the same rights, powers, duties, and obligations, and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, provided that such bank, trust company, or other person is legally empowered to accept such trust.

Section 9.05. Trustee Protected in Relying Upon Resolutions, Etc. The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein, and the

Trustee shall not be required to make any independent investigation in connection therewith. Such resolutions, opinions, certificates, and other instruments shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder. Except as provided herein, the Trustee shall not be under any responsibility to seek the approval of any expert for any of the purposes expressed in this Indenture; provided however, that nothing contained in this Section shall alter the Trustee's obligations or immunities provided by statutory, constitutional, or common law with respect to the approval of independent experts who may furnish opinions, certificates, or opinions of Counsel to the Trustee pursuant to any provisions of this Indenture.

ARTICLE TEN **SUPPLEMENTAL INDENTURES**

Section 10.01. Supplemental Indentures Not Requiring Consent. Subject to the provisions of this Article, the Authority and the Trustee may, without the consent of or notice to the Owners or Consent Parties, enter into such indentures supplemental hereto, which supplemental indentures shall thereafter form a part hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Indenture, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Indenture, or to make any provisions for any other purpose if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds;
- (b) To subject to this Indenture additional revenues, properties, or collateral;
- (c) To grant or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Owners or the Trustee; and
- (d) To qualify this Indenture under the Trust Indenture Act of 1939; and

Section 10.02. Supplemental Indentures Requiring Consent.

(a) Except for supplemental indentures delivered pursuant to Section 10.01 hereof, and subject to the provisions of this Article (i), the Consent Parties with respect to not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Authority and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided however, that without the consent of the Consent Parties with respect to all the Outstanding Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

- (i) a change in the terms of the maturity of any Outstanding Bond, in the principal amount of any Outstanding Bond, in the optional or

mandatory redemption provisions applicable thereto, or the rate of interest thereon;

- (ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due;
- (iii) a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or
- (iv) a reduction in the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners or Consent Parties is required for any such supplemental indenture.

(b) Upon the execution of any supplemental indenture pursuant to the provisions of this Section, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

(c) If at any time the Authority shall request the Trustee to enter into such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause written notice of the proposed execution of such supplemental indenture to be given to each Owner of a Bond at the address shown on the registration books of the Trustee, prior to the proposed date of execution and delivery of any such supplemental indenture, provided that so long as the Bonds are held by DTC or any other Depository, such notice may be given by electronic means in lieu of mailed notice. If the Consent Parties with respect to not less than the required percentage in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such supplemental indenture consent to the execution thereof, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Section 10.03. Execution of Supplemental Indenture. The Trustee is authorized to join with the Authority in the execution of any such supplemental indenture and to make further agreements and stipulations which may be contained therein; provided that, prior to the execution of any such supplemental indenture (whether under Section 10.01 or 10.02 hereof) the Trustee and the Authority shall receive and shall be fully protected in relying upon an opinion of nationally recognized municipal bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee and the Authority, to the effect that: (i) the supplement will not adversely affect the exclusion from gross income for federal income tax purposes, of the interest paid or to be paid on the Bonds; (ii) the Authority is permitted by the provisions hereof to enter into the supplement; and (iii) the supplement is a valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to matters permitted by Section 1.05 hereof.

Section 10.04. Amendments to the Deed of Trust. The Authority and the Trustee may amend, change or modify the Deed of Trust in accordance with Section 10.01 and Section 10.02, *mutatis mutandis*.

ARTICLE ELEVEN
MISCELLANEOUS

Section 11.01. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants.

Section 11.02. Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intent being that such remaining provisions shall remain in full force and effect.

Section 11.03. Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State.

Section 11.04. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.05. Notices; Waiver.

(a) Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Indenture shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

Authority: Gunnison County Housing Authority
200 E. Virginia
Gunnison, CO 81230
Email: mbirnie@gunnisoncounty.org

Trustee: UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust & Escrow Services
Email: John.Wahl@umb.com

(b) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(c) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(d) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.06. Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which the designated office of the Trustee are located are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Indenture.

Section 11.07. No Recourse against Officers and Agents. Pursuant to §11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 11.08. Conclusive Recital. Pursuant to §11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 11.09. Limitation of Actions. Pursuant to §11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of the Bonds.

Section 11.10. Electronic Storage. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed

documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

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IN WITNESS WHEREOF, GUNNISON COUNTY HOUSING AUTHORITY
has caused this Indenture to be executed on its behalf by its Chair and attested by its Secretary or
Assistant Secretary, and to evidence its acceptance of the trusts hereby created, **UMB BANK,**
N.A., Denver, Colorado, as Trustee, has caused this Indenture to be executed on its behalf by one
of its authorized officers, all as of the date first above written.

(S E A L)

**GUNNISON COUNTY HOUSING
AUTHORITY**

Chair

ATTESTED:

Secretary or Assistant Secretary

UMB BANK, N.A.
as Trustee

Authorized Officer

EXHIBIT A

To

INDENTURE OF TRUST

(Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R- _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF GUNNISON**

**GUNNISON COUNTY HOUSING AUTHORITY
GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT)
SERIES 2025**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
-----------------------------	-----------------------------	---------------------------------------	---------------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Gunnison County Housing Authority, a public body politic and corporate duly organized and operating under the constitution and laws of the State of Colorado, for value received, hereby acknowledges itself indebted and promises to pay, solely from and to the extent of the Pledged Revenue (as defined in the Indenture described below), to the registered owner named above, or registered assigns, on the maturity date specified above or on the date of prior redemption, the principal amount specified above. In like manner the Authority promises to pay interest on such principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated prior to June 1, 2025, in which event this Bond shall bear interest from the original issue date specified above, at the interest rate per

annum specified above, payable on June 1 and December 1 each year, commencing on June 1, 2025, until the principal amount is paid at maturity or upon prior redemption.

To the extent principal of this Bond is not paid when due, such principal shall remain outstanding and shall continue to bear interest at the rate then borne by this Bond. To the extent interest on this Bond is not paid when due, such interest shall compound on each interest payment date at the rate borne by this Bond.

The Bonds are issued pursuant to that certain Indenture of Trust (the “Indenture”) between the Authority and UMB Bank, n.a., as trustee (the “Trustee”). The principal of this Bond and premium, if any, are payable in lawful money of the United States of America to the registered owner hereof upon maturity or prior redemption and presentation at the designated office of the Trustee. Payment of each installment of interest shall be made to the registered owner hereof whose name shall appear on the registration books of the Authority maintained by or on behalf of the Authority by the Trustee at the close of business on the fifteenth (15th) day of the calendar month next preceding each interest payment date (the “Record Date”), and shall be paid by check or draft of the Trustee mailed on or before the interest payment date to such registered owner at his address as it appears on such registration books. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the registered owner of such Bond and the Trustee as provided in the Indenture. Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on the Record Date and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date (the “Special Record Date”) established for the payment of any unpaid interest. Notice of the Special Record Date and the date fixed for the payment of unpaid interest shall be given by first-class mail to the registered owner hereof as shown on the registration books on a date selected by the Trustee.

This Bond is one of a series aggregating \$[Par Amount] par value, all of like date, tenor, and effect, issued by the Board of Commissioners of the Gunnison County Housing Authority for the purpose of paying the costs of the Project (as defined in the Indenture), by virtue of and in full conformity with the Constitution of the State of Colorado; Title 29, Article 4, Part 5, C.R.S.; Title 11, Article 57, Part 2, C.R.S.; and all other laws of the State of Colorado thereunto enabling, and pursuant to the duly adopted Bond Resolution (as defined in the Indenture) and the Indenture. Pursuant to §11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Bond.

The Bonds are payable solely from and to the extent of the Pledged Revenue (as defined by the Indenture), and the Pledged Revenue is pledged to the payment of the Bonds. The Bonds constitute an irrevocable lien upon the Pledged Revenue, but not necessarily an exclusive such lien.

Reference is hereby made to the Indenture for an additional description of the nature and extent of the security for the Bonds, the accounts and revenues pledged to the payment thereof, the rights and remedies of the registered owners of the Bonds, the manner in which the Indenture

may be amended, and the other terms and conditions upon which the Bonds are issued, copies of which are on file for public inspection at the office of the Authority Secretary.

Bonds of this issue are subject to redemption prior to maturity as provided in the Indenture. The Bonds will be redeemed only in integral multiples of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Such Bond will be treated for the purposes of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$5,000. In the event a portion of this Bond is redeemed, the Trustee shall, without charge to the registered owner of this Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion.

Notice of prior redemption shall be given by mailing a copy of the redemption notice, not less than thirty (30) days prior to the date fixed for redemption, to the registered owner of this Bond at the address shown on the registration books maintained by the Trustee, provided that so long as the Bonds are held by DTC or any other Depository, such notice may be given by electronic means in lieu of mailed notice, in the manner set forth in the Indenture. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice. All Bonds called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

The Authority and Trustee shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first business day following the ensuing interest payment date; or (b) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first business day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

The Authority and the Trustee may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes (whether or not this Bond shall be overdue), and any notice to the contrary shall not be binding upon the Authority or the Trustee.

This Bond may be exchanged at the designated office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, at the designated office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred upon the registration books upon delivery to the Trustee of this Bond, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the owner of this Bond or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the Bond, along with the social security number or federal employer identification number of such transferee. In the event of the transfer of this Bond, the Trustee shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner

is entitled to receive at the earliest practicable time. The Trustee shall charge the owner of this Bond for every such transfer or exchange an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

If the date for making any payment or performing any action shall be a legal holiday or a day on which the designated office of the Trustee is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the designated office of the Trustee is authorized or required by law to remain closed.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

(the remainder of this page is left blank intentionally)

IN TESTIMONY WHEREOF, the Board of Directors of Gunnison County Housing Authority has caused this Bond to be signed by the manual or facsimile signature of the Chairperson or Vice-Chairperson of the Authority, sealed with a manual impression or a facsimile of the seal of the Authority, and attested by the manual or facsimile signature of the [Secretary or Assistant Secretary] thereof, all as of the original issue date specified above.

(S E A L)

**GUNNISON COUNTY HOUSING
AUTHORITY**

Chairperson or Vice-Chairperson

ATTEST:

Executive Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Indenture.

Date of Registration and Authentication:

UMB BANK, N.A.
as Bond Registrar

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Name and address of Assignee:

Social Security or Federal Employer
Identification Number of Assignee:

the within Bond and does hereby irrevocably constitute and appoint _____,
attorney, to transfer said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment
must correspond with the name of the
registered owner as it appears upon the face of
the within Bond in every particular, without
alteration or enlargement or any change
whatever.

Signature guaranteed:

(Bank, Trust Company, or Firm)

(End of Form of Bond)

EXHIBIT B

To

INDENTURE OF TRUST

(Form of Project Fund Requisition)

Requisition No. _____

**GUNNISON COUNTY HOUSING AUTHORITY
INDENTURE OF TRUST**

DATED AS OF MARCH 1, 2025

GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT), SERIES 2025

The undersigned Authority Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Indenture) hereby makes a requisition from the Project Fund held by UMB Bank, n.a., as trustee under the Indenture, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$_____.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows: _____.
3. Payment is due to the above person for (describe nature of the obligation):
_____.
4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions):
_____.
5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund, and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.
6. With respect to such requisition, the Authority Representative (i) certifies they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Authority Representative

BOND PURCHASE AGREEMENT

Dated

March [___], 2025

By and Between

**GUNNISON COUNTY HOUSING AUTHORITY
as Issuer**

AND

**NORTHLAND SECURITIES, INC.,
as Underwriter**

relating to

**\$(PAR AMOUNT)
GUNNISON COUNTY HOUSING AUTHORITY
GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT)
SERIES 2025**

BOND PURCHASE AGREEMENT

\$[_____]
Gunnison County Housing Authority
General Revenue Bonds (Whetstone Housing Project)
Series 2025

March [____], 2025

Gunnison County Housing Authority
Gunnison, Colorado

Ladies and Gentlemen:

The undersigned, Northland Securities, Inc. (the “*Underwriter*”), and its successors and assigns, offers to enter into the following Bond Purchase Agreement (this “*Agreement*”) with the Gunnison County Housing Authority, and its successors and assigns (the “*Issuer*”), which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer’s written acceptance hereof on or before 5:00 p.m., Mountain Time, on March [____], 2025, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Indenture (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer’s General Revenue Bonds, Series 2025 (the “*Bonds*”), in the original aggregate principal amount of \$[_____]. The Bonds are being issued for the purpose of: (i) financing a portion of the costs of acquiring, constructing, and equipping an approximately 252-unit multifamily rental housing project to be located near the Town of Crested Butte, Colorado; (ii) funding capitalized interest on the Bonds through June 1, 2026; (iii) funding the Reserve Fund to the Required Reserve; and (iv) paying other costs incurred in connection with the issuance of the Bonds.

The Bonds will be issued pursuant to the terms and provisions of Title 29, Article 4, Part 5, Colorado Revised Statutes (the “*Act*”) and Title 11, Article 57, Part 2, Colorado Revised Statutes (the “*Supplemental Public Securities Act*”).

Inasmuch as this purchase and sale of the Bonds represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts, (iv) the only obligations the Underwriter

has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule I hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to, an Indenture of Trust between the Issuer and UMB Bank, n.a., Denver, Colorado, as trustee (the “Trustee”), dated as of March 1, 2025 (the “Indenture”). The purchase price for the Bonds shall be \$[] (comprised of the par amount of the Bonds, less Underwriter’s discount of \$[], [[plus] net original issue premium of \$[]]).

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the inside cover page of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page of the Official Statement.
3. *Establishment of Issue Price*
 - (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” certificate in substantially the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect the sales price or prices or the initial offering price or prices of the Bonds to the Public.
 - (b) The Underwriter confirms that the Bonds have been offered to the Public on the Sale Date at the specified offering price (the “initial offering price”) for each Maturity, or at the corresponding yield or yields, set forth in Schedule II. Schedule II also sets forth, as of the Sale Date, (i) any Maturity at least 10% of which has been sold to the Public at a single price and the first price at which at least 10% of each such Maturity was sold to the Public, and (ii) any Maturity less than 10% of which has been sold to the Public at a single price (a “Hold-the-Offering-Price Maturity”), if any.
 - (c) If there is a Hold-the-Offering-Price Maturity, then the Underwriter will neither offer nor sell Bonds of a Hold-the-Offering-Price Maturity to any person at a price that is higher than the respective initial offering price to the Public during the period (the “Holding Period”) starting on the Sale Date and ending on the earlier of the following:
 - (1) the close of the fifth (5th) business day after the Sale Date; or
 - (2) the date on which the Underwriter has sold at least 10% of that Maturity to the Public at one or more prices that are no higher than the initial offering price to the Public.

The Underwriter shall, if requested in writing by the Issuer, promptly advise the Issuer when the Holding Period for each Maturity has concluded and, if requested in writing by the Issuer,

shall confirm at that time that during the Holding Period the Underwriter did not offer or sell any Bonds of that Maturity at a price higher than the initial offering price.

- (d) The Underwriter confirms that it has not agreed and will not agree pursuant to a written contract directly or indirectly with any person other than the Issuer to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).
- (e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the Public for purposes of this Section. Further, for purposes of this Section:
 - (i) “*Public*” means any person other than a Member of the Distribution Group or a related party to a Member of the Distribution Group,
 - (ii) “*Maturity*” means Bonds with the same credit and payment terms;
 - (iii) “*Member of the Distribution Group*” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),
 - (iv) A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
 - (v) “*Sale Date*” means the date of execution of this Agreement by all parties.

4. *The Official Statement.*

- (a) The Preliminary Official Statement, dated March [___], 2025 (the “*Preliminary Official Statement*”), including the cover page and Appendices thereto, of the Issuer relating to the Bonds has been prepared by the Issuer for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Underwriter represents that it has used or distributed the Preliminary Official Statement in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of March [___], 2025, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “*Rule*”).

- (b) The Issuer hereby authorizes the final Official Statement, to be dated as of the date hereof, relating to the Bonds (the “*Official Statement*”), to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of its dated date and as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the “*MSRB*”). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form and approves the prior distribution of the Preliminary Official Statement in electronic form. The Issuer will execute the Official Statement by an authorized officer of the Issuer either manually or by electronic signature. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by the Rule, the Issuer shall make only such other additions, deletions and revisions in the Official Statement as are approved by the Underwriter. The Issuer covenants that, prior to delivery of the Official Statement to the Underwriter, appropriate Issuer officials will review and approve the information in the Official Statement.
- (c) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, whether or not previously supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.
- (d) The Underwriter hereby agrees to file an electronic copy of the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.
5. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

- (a) The Issuer is duly created, organized and existing under the laws of the State. Under the provisions of the Act and the Supplemental Public Securities Act, the Issuer has full legal right, power and authority and at the date of the Closing will have full legal right, power and authority under the Act, the Supplemental Public Securities Act, and the Indenture: (i) to enter into, execute and deliver this Agreement, the Bond Resolution, the Indenture, the Deed of Trust, the Continuing Disclosure Agreement, and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Indenture, the Deed of Trust, the Continuing Disclosure Agreement, are hereinafter referred to as the “*Issuer Documents*”), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act, the Supplemental Public Securities Act, and the Issuer Documents as they pertain to such transactions.
- (b) By all necessary official action of the Issuer on or prior to the date hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement.
- (c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Bonds, when issued, delivered and paid for, in accordance with the Indenture and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Indenture and enforceable in accordance with their terms and the terms of the Indenture, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Indenture will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of the Pledged Revenue, as set forth in the Indenture.
- (d) The Issuer is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such

execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds, the Bond Resolution and the Indenture.

- (e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Bonds have been duly obtained or will be duly obtained on or before the Closing Date, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.
- (f) The Bonds conform to the descriptions thereof contained in the Official Statement under the captions “INTRODUCTION,” “THE BONDS” and “SECURITY FOR THE BONDS”; the Indenture conforms to the description thereof contained in the Official Statement under the caption(s) “INTRODUCTION,” “THE BONDS” and “SECURITY FOR THE BONDS”; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption “USES OF PROCEEDS” and the Continuing Disclosure Agreement conforms to the description thereof contained in the Official Statement under the captions “INTRODUCTION – Continuing Disclosure Undertaking” and “APPENDIX F – Form of Continuing Disclosure Agreement.”
- (g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of the Pledged Revenue to the repayment of the Bonds pursuant to the Indenture or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer, or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents.
- (h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the Issuer makes no representation regarding information: (i) provided by the Underwriter for inclusion in the Official Statement relating to the Underwriter and the reoffering prices or yields of the Bonds; and (ii) describing DTC and its book-entry-only registration system (the information described in (i) and (ii) of this subparagraph, the “*Excluded Information*”) and, insofar as the Official Statement contains descriptions and statements and activities, including financial data, of

or pertaining to entities other than the Issuer (other than the Underwriter and DTC), such statements and data have been obtained from sources the Issuer believes to be reliable, and the Issuer has no reason to believe that such statements and data are untrue in any material respect.

- (i) Unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 4 of this Agreement), the Official Statement, as of the date hereof (its dated date) and at all times subsequent thereto during the period up to and including the date of Closing, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that the Issuer makes no representation about the Excluded Information.
- (j) If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading, except that the Issuer makes no representation about the Excluded Information.
- (k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds;
- (l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.
- (m) The financial statements of, and other financial information regarding, the Issuer to be included in the Official Statement will fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer that was not disclosed in the Preliminary Official Statement and the Official Statement. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

- (n) Prior to the Closing, the Issuer will not offer or issue in any material amount any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Underwriter.
- (o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

6. *Closing.*

- (a) At or before 11:00 a.m., Mountain Time, on March [], 2025, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the “Closing” or the “Closing Date”), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to DTC (as defined below) on behalf of the Underwriter as described in Section 6(b) hereof, will deliver the other documents hereinafter mentioned in Section 7(g) to the Underwriter, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by wire transfer payable in immediately available funds to the Trustee or as otherwise directed by the Issuer.
- (b) Delivery of the Bonds shall be made to The Depository Trust Company, New York, New York (“DTC”). The Bonds shall be delivered, duly executed and authenticated, in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.
- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be

performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter.

- (d) At or prior to the Closing, the Issuer Documents shall have been duly executed and delivered by the Issuer, and the Issuer shall have duly executed and delivered and the Trustee shall have duly authenticated the Bonds.
- (e) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.
- (f) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter.
- (g) At or prior to the Closing, the Underwriter shall have received copies of each of the following executed documents:
 - (1) The Official Statement, and each supplement or amendment thereto, if any, executed by the Issuer, and the reports and audits referred to or appearing in the Official Statement.
 - (2) The Issuer Documents with such supplements or amendments as may have been agreed to by the Underwriter.
 - (3) The approving opinion of Taft, Stettinius & Hollister LLP (“*Bond Counsel*”), with respect to the Bonds, in substantially the form attached as APPENDIX F to the Preliminary Official Statement and the Official Statement.
 - (4) A supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that: (a) the Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act and the Indenture need not be qualified under the Trust Indenture Act; (b) this Agreement, assuming due authorization, execution and deliver, constitutes a valid and binding obligation of the Issuer; (c) the information in the Official Statement under the captions “INTRODUCTION – Security for the Bonds,” “ – Purpose,” “ – Authority for Issuance,” “THE BONDS” (excluding the subsection “ – Book-Entry Only System”), “SECURITY FOR THE BONDS,” “DEBT STRUCTURE – General Obligation Debt”, and in APPENDICES D, E, and F thereto, insofar as such descriptions purport to describe or summarize provisions of the Bonds and the Issuer Documents, present accurate summaries of such provisions in all material respects; and (d) the information contained in the italicized paragraph at the top of the cover page of the Limited Offering Memorandum and under the captions “INTRODUCTION – Tax Status” and “TAX MATTERS” has been reviewed by such firm and is an accurate summary of the matters discussed therein in all material respects;
 - (5) An opinion of the Gunnison County Attorney in a form and in substance satisfactory to the Underwriter, dated the day of Closing and addressed to the Issuer and the Underwriter, concerning: (A) the due organization of the Issuer; (B) to the best of his actual knowledge, the absence of litigation involving the Issuer not disclosed in the Official Statement; (C) the adoption, due execution and

delivery of the Issuer Documents by the Issuer; (D) to the best of his actual knowledge, the qualification of the members of the Board of Commissioners of the Issuer to serve in such capacity; (E) to the best of his actual knowledge, whether the issuance of the Bonds or entering into the Issuer Documents will constitute a violation of any judgment, order or decree, or a breach of any contract to which the Issuer is a party; (F) the Indenture has been duly adopted, executed and delivered by the Issuer and constitutes a legal, valid and binding obligation, enforceable against the Issuer, in accordance with its terms; and (H) a statement to the effect that the sections of the Official Statement entitled “LEGAL MATTERS – No Litigation Involving the Authority,” but excluding financial information contained therein, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and such other matters as may be reasonably requested by the Underwriter or Bond Counsel.

- (6) A certificate or certificates dated the day of Closing, in a form satisfactory to the Underwriter, signed by the appropriate officials of the Issuer, which is or are expected to state in substance, among other things, that: (A) there is no litigation pending or, to their best of their knowledge, threatened seeking to restrain or to enjoin the issuance or delivery of the Bonds, the collection of the Pledged Revenue, or in any manner questioning the authority and proceedings for the issuance of the Bonds or the collection of the Pledged Revenue, or affecting the validity of the Bonds or the collection of the Pledged Revenue; (B) neither the existence of the Issuer nor the rights of the members of the Board of Commissioners and the Issuer’s officers to hold their respective positions is being contested or challenged; (C) no authority or proceedings for the issuance of the Bonds has or have been repealed, revoked, or rescinded; (D) none of the Bonds have been issued prior to the date of Closing; (E) so far as is known, nothing exists to hinder or prevent the Issuer from issuing the Bonds; (F) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects as of the date of Closing, and the Issuer has complied with all agreements and covenants and satisfied all conditions contemplated by the Issuer Documents; (G) the Official Statement, as then amended and supplemented, is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (H) there has been no material adverse change in the ability of the Issuer to pay debt service on the Bonds or the financial condition of the Issuer from the date of the Official Statement to the date of such certificate; and (I) such other representations as the Underwriter or Bond Counsel may reasonably request.
- (7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

- (8) [Confirmation that the Bonds have an underlying rating of “BBB-” from Standard & Poor’s Global Ratings (“S&P”) and an insured rating of “AA” based upon the delivery of the Policy (defined below).]
- (9) A certificate of the Trustee dated the day of Closing, as to, among other things, the powers and authority of the Trustee, the acceptance of the duties of the Trustee under the Indenture, the authentication of the Bonds by the Trustee and the receipt by the Trustee of the proceeds of the sale of the Bonds on behalf of the District.
- (10) The Underwriter shall receive a certificate of the Trustee, dated the day of Closing, as to, among other things, the powers and authority of the Trustee, the acceptance of the duties of the Trustee under the Indenture, the authentication of the Bonds by the Trustee and the receipt by the Trustee of the proceeds of the sale of the Bonds on behalf of the Issuer.
- (11) Such additional certificates and other documents as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the obligations of the Issuer set forth in Section 10(d) hereof shall continue in full force and effect.

8. *Representations and Warranties of the Underwriter.* The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date:
 - (a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
 - (b) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms.
 - (c) The Underwriter represents that it is registered as a municipal securities dealer.
 - (d) The Underwriter will make a bona fide initial public offering of all the Bonds in compliance with federal and state securities laws.
9. *Termination.* The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

- (a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation, or upon interest received on obligations of the general character of the Bonds, or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;
- (b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;
- (c) any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (d) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;
- (e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;
- (f) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon);

- (g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (h) there shall have occurred any materially adverse change in the affairs or financial condition of the Issuer, except as disclosed in the Official Statement;
- (i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;
- (j) there shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States;
- (k) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement, in which the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgement of the Underwriter;
- (l) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations;
- (m) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; and
- (n) additional events or announcements related to the COVID-19 virus and its impact result in the cancellation of orders from investors or inability of investors to proceed with the purchase of their Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Bonds.

10. *Expenses.*

- (a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Trustee or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (iv) all fees and expenses in connection with obtaining bond ratings and fees or premiums. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous typical closing costs.
- (b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

- (c) Except as provided for above, the Underwriter shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds.
 - (d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement (unless such inability is directly caused by any action or failure to act by the Underwriter), the Issuer will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of Underwriter's counsel) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.
11. *Notices.* Any notice or other communication to be given to the Issuing District under this Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Agreement shall be in writing addressed to the Underwriter and may be given by delivering the same at the office of the Underwriter, 5251 DTC Parkway, Suite 1020, Greenwood Village, Colorado 80111.
 12. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the Underwriter. All of the Issuer's and the Underwriter's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.
 13. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.
 14. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the State.
 15. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or

circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. *Business Day.* For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.
17. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.
18. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.
19. *Electronic Signatures.* The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

NORTHLAND SECURITIES, INC.

By: _____

Name: Troy Bernberg

Title: Managing Director

Date: March [], 2025

(UNDERWRITER SIGNATURE PAGE TO BPA FOR THE BONDS)

ACCEPTANCE

ACCEPTED at _____ p.m. Mountain Standard Time this [____] day of March, 2025.

GUNNISON COUNTY HOUSING AUTHORITY

By: _____
Its: Chairperson

(ISSUER SIGNATURE PAGE TO BPA FOR THE BONDS)

SCHEDULE I

[See attached]

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

\$_[]

Gunnison County Housing Authority
General Revenue Bonds (Whetstone Housing Project)
Series 2025

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Northland Securities, Inc. (“Northland”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. **Initial Offering Price of the Bonds.** Northland offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

2. **First Price at which Sold to the Public.** On the Sale Date, at least 10% of each Maturity was first sold to the Public at the respective Initial Offering Price.

3. **Defined Terms.** For purposes of this Issue Price Certificate:

(a) **Holding Period** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (March [], 2025), or (ii) the date on which Northland has sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) **Issuer** means Gunnison County Housing Authority.

(c) **Maturity** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) **Member of the Distribution Group** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) **Public** means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a

corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was March [], 2025.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Northland's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Taft Stettinius & Hollister LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

NORTHLAND SECURITIES, INC.

By: _____
Name:
Title:

Dated: _____, 2025

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS

(Attached)

SCHEDULE B
PRICING WIRE

(Attached)

RECORDATION REQUESTED BY, AND
AFTER RECORDING RETURN TO:

Taft Stettinius & Hollister LLP
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Attn: David K. Lucas, Esq.

**DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FILING AND
ASSIGNMENT OF RENTS AND REVENUES**

NOTICE: THIS INSTRUMENT COVERS REAL PROPERTY AND PERSONAL PROPERTY AND FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. IN ADDITION, THIS INSTRUMENT SHOULD BE APPROPRIATELY INDEXED NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FINANCING STATEMENT COVERING PERSONAL PROPERTY AND GOODS THAT ARE TO BECOME FIXTURES (EXCEPT AS EXPRESSLY EXCLUDED HEREIN) ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESS OF GRANTOR (DEBTOR) AND BENEFICIARY (SECURED PARTY) ARE SET FORTH IN THIS INSTRUMENT.

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND REVENUES (this “Deed of Trust”) is given as of March [], 2025, by the Gunnison County Housing Authority, a public body corporate and politic in the State of Colorado, and its successors and assigns (“Grantor”) to the Public Trustee of the County of Gunnison, Colorado (the “Public Trustee”), for the use and benefit of UMB Bank, n.a., as trustee of the Bonds (as hereinafter defined) and any subsequent trustee of the Bonds (“Beneficiary”).

RECITALS

WHEREAS, Grantor is issuing its Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in the original principal amount of \$[] (the “Bonds”), on even date herewith, for the purposes of (a) financing a portion of the costs of the acquisition, construction, and equipping by Grantor of an approximately 252-unit affordable multifamily rental housing project to be located near the Town of Crested Butte, Colorado (the “Project”); (b) funding certain reserves; (c) paying capitalized interest during the construction period for the Project; and (d) paying for certain costs of issuing the Bonds; and

WHEREAS, the Bonds are issued pursuant to and under the terms and conditions more fully set forth in an authorizing resolution of Grantor duly adopted by Grantor’s Board of Commissioners on March 4, 2025 (the “Bond Resolution”) and an Indenture of Trust, dated as of March 1, 2025 (the “Indenture”), between Grantor and Beneficiary, as trustee thereunder; and

WHEREAS, Grantor is executing and delivering this Deed of Trust to Beneficiary, concurrently with the issuance of the Bonds, to secure the payment of the debt service requirements on the Bonds and Grantor’s performance of the Bond Resolution and the Indenture.

**ARTICLE I.
PARTIES, PROPERTY AND DEFINITIONS**

Capitalized terms not defined in this Deed of Trust shall have the meanings set forth in the Indenture. The following terms and references shall have the meanings indicated:

1.01 Act: Title 29, Article 4, Part 5, C.R.S., Colorado Revised Statutes, as amended and supplemented from time to time.

1.02 Authority: The Gunnison County Housing Authority, a public body corporate and politic, and its successors and assigns.

1.03 Beneficiary: UMB Bank, n.a., Denver, Colorado, as Bond trustee, and its successors and assigns.

1.04 Bonds: Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, issued in the original principal amount of \$[_____].

1.05 Bond Documents: The Bond Resolution, the Indenture, the Bonds, the Bond Purchase Agreement, any financing statements executed or otherwise authorized in connection herewith, and each other document executed or delivered by Grantor as security for the Bonds under the Bond Resolution or the Indenture or in connection with the transactions herewith. The term “Bond Documents” also includes all amendments, modifications, extensions, renewals, and replacements of each document referred to above.

1.06 Bond Purchase Agreement: The Bond Purchase Agreement by and between Grantor and Northland Securities, Inc., of Minneapolis, Minnesota, as underwriter, dated March [___], 2025.

1.07 Bond Resolution: The resolution of Grantor authorizing the issuance of the Bonds, duly adopted by Grantor’s Board of Commissioners on December 17, 2025, together with all amendments and supplements thereto.

1.08 Grantor: Gunnison County Housing Authority, a public body corporate and politic in the State of Colorado, and its successors and assigns.

1.09 Hazardous Substance: Hazardous Substance means and includes: (a) the terms “hazardous substance,” “release” and “removal” which, as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. § 9601 and in Colorado law, provided, however, that the term “hazardous substance” as used herein shall also include “hazardous waste” as defined in paragraph (5) of 42 U.S.C. §6903 and “petroleum” as defined in paragraph (8) of 42 U.S.C. § 6991; (b) the term “superfund” as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. § 9601 et seq., as amended, and any similar State of Colorado

statute or local ordinance applicable to the Premises, including, without limitation, Colorado rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto; and (c) the term “underground storage tank” as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. § 6991. Notwithstanding the foregoing, the term “Hazardous Substance” does not include normal household products in reasonable quantities, properly packaged and used in accordance with all applicable laws.

1.10 Permitted Encumbrances: As of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest by Grantor; (b) this Deed of Trust and any related fixture filing and any liens arising or granted pursuant to this Deed of Trust or the Bond Documents; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which Grantor certifies will not materially interfere with or materially impair the use or value of the Real Property, including rights or privileges in the nature of easements, licenses, permits and agreements; (d) any lease for occupancy of the Whetstone Housing Project; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Real Property was subject when made subject to this Deed of Trust, as more particularly described in Exhibit B, attached hereto and by this reference incorporated herein.

1.11 Personal Property:

(a) All goods, fixtures, building and other materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Grantor and used, intended for use, or usable in the construction and development of the Premises, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof.

(b) All accounts and all plans, specifications, licenses, permits, and other general intangibles (whether now owned or hereafter acquired, and including proceeds thereof) relating to or arising from Grantor’s ownership, development, use, operation, leasing, or sale of all or any part of the Premises, including, without limitation:

(i) Plans and specifications prepared for the construction of any improvements on the Premises, including without limitation, all studies, estimates, data, and drawings;

(ii) Documents, instruments and agreements relating to, or in any way connected with, the operation, control or development of the Premises including, without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group;

(iii) Any and all insurance proceeds, and any and all awards, including interest, previously and hereafter made to Grantor for taking by eminent domain or by agreement in lieu of any such action of the whole or any part of the Premises or any easements used in connection with the Premises;

(iv) All existing and future reservations, leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Premises

and all income, room revenues, accounts, general intangibles, cash, money, receipts, revenues, rents, issues and profits arising from the leasing, use or enjoyment of all or any portion of the Premises;

(v) Commercial tort claims and causes of action, legal and equitable, in any form whether arising in contract or in tort, and awards, payments and proceeds due or to become due including, without limitation, those arising on account of any loss of, damage to, taking of, or diminution in value of, all or any part of the Premises or any personal property described herein;

(vi) Sales agreements, escrow agreements, deposit receipts, and other documents and agreements for the sale or other disposition of all or any part of the Premises or any of the personal property described herein, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Premises or any of the personal property described herein;

(vii) Policies or certificates of insurance, warranties, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts, agreements or rights pertaining to or arising out of the Premises;

(viii) Contracts, agreements, permits, licenses, authorizations and certificates including, without limitation, all architectural contracts, construction contracts, management contracts, service contracts, maintenance contracts, franchise agreements, license agreements, building permits and operating licenses pertaining to the Premises or any business conducted on the Premises;

(ix) Books, records, correspondence, files and electronic media, and all information stored therein concerning the development, construction, use, ownership, maintenance and/or operation of the Premises; and

(x) All of Grantor's interests in the funds and accounts established under the Indenture.

(c) All other personal property, interests and intangibles pledged to Beneficiary by Grantor under the Bond Resolution or the Indenture.

1.12 Premises: All of Grantor's right, title and interest in and to the Real Property, together with the following:

(a) All buildings, structures, and improvements now or hereafter located thereon, as well as all rights-of-way, easements, and other appurtenances thereto, including without limitation building materials, fixtures and equipment to be incorporated into any buildings, structures or improvements now or hereafter constructed on the Premises;

(b) All development rights, special declarant rights, and other reserved declarant rights with respect to the Premises;

(c) All plans, permits, contracts and entitlements in or relative to the Real Property and any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group;

(d) All machinery, apparatus, equipment, fittings, and fixtures (whether actually or constructively attached, and including all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under the Real Property or improvements on the Real Property and used or usable in connection with any present or future operation thereof, including, but not limited to, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, boilers, water heaters, ranges, furnaces and burners, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, and all additions thereto and replacements therefor and excluding any personal property or fixtures owned by any tenant leasing the Real Property;

(e) All water and water rights, if any, whether tributary, non-tributary or not non-tributary, adjudicated or unadjudicated, and all ditches and ditch rights, water wells and well rights, state engineering filings, well registration statements and well permits, water taps, reservoir and reservoir rights, stock or interests in irrigation or ditch companies, minerals, oil and gas rights, royalties, lease or leasehold interests owned by Grantor, now or hereafter used in connection with, appurtenant to or related to the Premises;

(f) All streets, roads, alleys and public places, and all easements and rights of way, public or private, now or hereafter used in connection with, appurtenant to, or related to the Premises;

(g) Any water taps, sewer taps, contracts for utility services, and all reserves, deposits, credits, refunds and reimbursements of any kind relating to the construction, operation, occupancy, use and disposition of any utility services for the Premises including, without limitation, (i) all deposits made with utility companies with respect to the Premises, and (ii) any reimbursement from third parties for connection and/or use of utility lines installed by or on behalf of Grantor;

(h) All other or greater rights and interests of every nature in the Real Property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Grantor.

1.13 Public Trustee: The Public Trustee of the County of Gunnison, Colorado.

1.14 Real Property: The real property more particularly described in Exhibit A, attached hereto and by this reference incorporated herein, and such additions, removals and substitutions of such Real Property as is permitted pursuant to Section 5.05 of this Deed of Trust.

1.15 Secured Obligations: The Premises and Personal Property is granted and shall be held for the purpose of securing the following (the "Secured Obligations"):

(a) The payment of the debt service on the Bonds as the same becomes due in accordance with the Bond Resolution and the Indenture; and

(b) The performance and observance of all terms, covenants, conditions, and provisions to be performed or observed by Grantor pursuant to the terms of the Indenture and this Deed of Trust.

ARTICLE II. GRANTING CLAUSE

2.01 Grant to Public Trustee. As security for the Secured Obligations, Grantor hereby grants, bargains, encumbers, assigns and mortgages to the Public Trustee, with power of sale, all of its estate, right, title and interest in, to and under the Premises and Personal Property, together with all replacements and substitutions for, modifications of, and supplements, accessions, addenda and additions to, all of the personal property described herein; and all proceeds and products of any or all of the foregoing, in any form, including all proceeds received due or to become due from any sale, exchange, disposition or conversion, voluntary or involuntary, of any of the Premises or Personal Property, in trust for the use and benefit of Beneficiary, and subject to all provisions of the Indenture, this Deed of Trust, and the Bond Resolution.

ARTICLE III. GRANTOR'S TITLE AND AUTHORITY

3.01 Warranty of Title. Grantor represents and warrants to Beneficiary that (a) it is the owner of title in the Real Property, and is otherwise the owner of title to the Premises and the Personal Property; (b) this Deed of Trust constitutes a valid first lien upon and security interest in the Premises and Personal Property, subject only to the Permitted Encumbrances set forth in Exhibit B, attached hereto and by this reference incorporated herein; and (c) that no interest in the Premises or Personal Property has been leased or conveyed to any third party other than the Permitted Encumbrances. The warranties contained in this section shall survive foreclosure of this Deed of Trust and shall inure to the benefit of and be enforceable by any person who may acquire title to the Premises or Personal Property pursuant to any such foreclosure.

3.02 Waiver of Homestead and Other Exemptions. Grantor hereby waives all rights to any homestead or other exemption to which Grantor would otherwise be entitled under any present or future constitutional, statutory, or other provision of State of Colorado or other state or federal law. Grantor confirms and agrees that the Secured Obligations is not a consumer loan.

3.03. Due Authorization. Each individual who executes this document on behalf of Grantor represents and warrants to Beneficiary that such execution has been duly authorized by all necessary action on the part of Grantor. This Deed of Trust has been authorized pursuant to the provisions of the Act, including particularly C.R.S. Sections 29-4-505(1)(f) and 29-4-217(1)(d).

ARTICLE IV. GRANTOR'S AFFIRMATIVE COVENANTS

4.01 Payment of Debt Service Requirements on the Bonds under the Bond Resolution. Grantor will pay all principal of, interest on, and any premium on the Bonds in

accordance with the terms of the Indenture and Bond Resolution. This Deed of Trust also secures all future advances allowed pursuant to Section 38-39-106, C.R.S. For the purpose of this Deed of Trust, the maximum principal amount secured hereby (whether based on obligatory or optional advances), shall be \$[] (the original par amount of the Bonds), and shall be effective to secure payment of all advances, both obligatory and optional, up to such maximum principal amount to the same extent and with the same effect and priority as if such total maximum principal amount had been fully disbursed on or before the date this Deed of Trust was recorded. Without limiting any other provision of this Deed of Trust, this Deed of Trust shall also secure, to the same extent and with the same effect and priority, all expenses associated with the collection of the indebtedness secured hereby or foreclosure of this Deed of Trust and all additional amounts as set forth in Section 38-39-106, C.R.S., together with interest thereon as set forth herein, regardless of whether such additional amounts, when added to the principal amount of the indebtedness, exceed the maximum principal amount stated above.

4.02 Performance of Other Obligations. Grantor will promptly and strictly perform and comply with all other covenants, conditions, and prohibitions required of Grantor by the terms of the Bond Documents.

4.03 Other Encumbrances. Grantor will promptly and strictly perform and comply with all covenants, conditions, and prohibitions required of Grantor in connection with any other encumbrance affecting the Premises or Personal Property, or any part thereof, regardless of whether such other encumbrance is superior or subordinate to the lien hereof, if the failure to perform the same shall materially adversely affect the lien of this Deed of Trust or Grantor's ability to perform the Secured Obligations. Grantor covenants and agrees to provide Beneficiary with written notice of any default or breach, whether or not such matters are timely cured, of any covenants, conditions or prohibitions required in any of the foregoing encumbrances including copies of any notices of such defaults or breaches received by Grantor in connection therewith.

4.04 Payment of Taxes.

(a) Property Taxes. Grantor will pay or cause to be paid, before delinquency, all taxes and assessments, including without limitation, general, special and metropolitan district taxes, water charges, sewer service charges (collectively, the "Impositions"), which may be levied or imposed at any time against Grantor's interest and estate in the Premises. Within ten (10) days after written request by Beneficiary, Grantor will deliver to Beneficiary an official receipt for such payment or other evidence that such payment has been made.

(b) Intangible Taxes. If by reason of any statutory or constitutional amendment or judicial decision adopted or rendered after the date hereof, any tax, assessment, or similar charge is imposed against Beneficiary as a result of this Deed of Trust, or against any interest of Beneficiary in any real or personal property encumbered hereby, Grantor will pay such tax, assessment, or other charge before delinquency and will, to the extent permitted by law, indemnify Beneficiary against all loss, expense, or diminution of income in connection therewith.

(c) Right to Contest. Notwithstanding any other provision of this section, Grantor will not be deemed to be in default solely by reason of Grantor's failure to pay any Impositions so long as each of the following conditions is satisfied:

(i) Grantor is engaged in and diligently pursuing in good faith administrative or judicial proceedings appropriate to contest the validity or amount of such Impositions; and

(ii) Nonpayment of such Impositions will not result in the loss or forfeiture of the Premises encumbered hereby or any interest of Beneficiary therein.

If Beneficiary determines that any one or more of such conditions is not satisfied or is no longer satisfied, Grantor will pay the Impositions in question, together with any interest and penalties thereon, within thirty (30) days after Beneficiary gives notice of such determination.

4.05 Maintenance of Insurance.

(a) Coverages Required. Grantor shall obtain and maintain the insurance set forth in Section 4.07 of the Indenture.

(b) Application of Proceeds. If no Event of Default has occurred, Beneficiary shall pay to Grantor such portion of any insurance proceeds received by it with respect to an insured casualty in accordance with Section 4.10 of the Indenture and as are necessary for Grantor to perform its obligations pursuant to Section 4.06 (Maintenance and Repair of Premises and Personal Property) of this Deed of Trust. As provided in Section 4.10 of the Indenture, any insurance proceeds received by Beneficiary with respect to an insured casualty at time when an Event of Default has occurred may, in Beneficiary's sole discretion, either be retained and applied by Beneficiary toward payment of the Bonds, or be paid to Grantor to pay for repairs or replacements necessitated by the casualty; provided, however, that if the Bonds have been paid or defeased in full by the application of less than all such insurance proceeds, then any remaining proceeds will be paid to Grantor. Beneficiary will have no obligation to see the proper application of any insurance proceeds paid to Grantor, nor will any such proceeds received by Beneficiary bear interest or be subject to any other charge for the benefit of Grantor.

(c) Successor's Rights. Any person who acquires title to the Premises or the Personal Property upon foreclosure hereunder will succeed to all of Grantor's rights under all policies of insurance maintained pursuant to this section, to the extent that such policies provide coverage to such successor and are otherwise assignable.

4.06 Maintenance and Repair of Premises and Personal Property. Grantor will cause the Premises and the Personal Property to be maintained in good condition and repair.

4.07 Priority Lien. This Deed of Trust shall be prior to any and all leases of the Premises. Any and all leases shall be expressly subordinated to the lien of this Deed of Trust.

4.08 Mechanics' Liens. Except for Permitted Encumbrances, Grantor will keep the Premises free and clear of all liens and claims of liens by contractors, subcontractors, mechanics, laborers, materialmen, and other such persons directed to perform services or provide materials by Grantor, and will cause any recorded statement of any such lien arising by or through Grantor to be released of record within thirty (30) days after the recording thereof. Notwithstanding the preceding sentence, however, to the extent allowed under the Indenture, Grantor will not be deemed to be in default under this section if and so long as Grantor contests in good faith the

validity or amount of any asserted lien and diligently prosecutes or defends an action appropriate to obtain a binding determination of the disputed matter.

4.09 Defense of Actions. Grantor will defend, at Grantor's expense, any action, proceeding or claim which affects any property encumbered hereby or any interest of Beneficiary in such property or in the Secured Obligations, and will, to the extent permitted by law, indemnify and hold Beneficiary harmless from all loss, damage, cost, or expense, including reasonable attorneys' fees, which Beneficiary may incur in connection therewith.

4.10 Expenses of Enforcement. Grantor will pay all costs and expenses, including reasonable attorneys' fees, which Beneficiary may incur in connection with any effort or action (whether or not litigation or foreclosure is involved) to enforce or defend Beneficiary's rights and remedies under this Deed of Trust including, but not limited to, all reasonable attorneys' fees and other expenses incurred by Beneficiary in securing title to or possession of, and realizing upon, any security for the Secured Obligations.

4.11 Assembly of Personal Property. Upon the occurrence and continuance of any Event of Default hereunder, Grantor will, at Beneficiary's request, assemble the Personal Property and make them available to Beneficiary at any place designated by Beneficiary which is reasonably convenient to both parties.

4.12 Further Assurances; Estoppel Certificates. Grantor will, at its sole cost and expense, do, execute, acknowledge and deliver to Beneficiary upon demand, all and every such further acts, documents and assurances which are necessary or which Beneficiary may reasonably request to confirm or perfect the liens and security interests created or intended to be created hereby, or to confirm or perfect any evidence of the Secured Obligations, including, without limitation, financing statements and other security instruments. Beneficiary is hereby expressly authorized to file any and all financing statements deemed necessary by Beneficiary to perfect the security interests granted to Beneficiary hereunder. Grantor will also, within thirty (30) Business Days after any written request by Beneficiary, deliver to Beneficiary a signed and acknowledged statement certifying to Beneficiary, or to any proposed transferee of the Secured Obligations, (a) the principal and interest payments, and other sums paid by Grantor under the Secured Obligations under the Indenture; and (b) whether Grantor claims to have any defenses with respect to the Secured Obligations and, if so, the nature of such offsets or defenses.

4.13 Inspection of Premises. Grantor hereby grants to Beneficiary, its agents, employees, consultants and contractors, the right, upon reasonable notice, to enter upon the Premises for the purpose of making any and all inspections, reports, tests, inquiries and reviews as Beneficiary (in its reasonable discretion) deems necessary to assess the then current condition of the Premises, or for the purpose of performing any of the other acts Beneficiary or the Public Trustee are authorized to perform hereunder or under any other Bond Document. Grantor shall cooperate with Beneficiary to facilitate such entry and the accomplishment of such purposes. Costs, fees and expenses (including those of Beneficiary's legal counsel and consultants) incurred by Beneficiary in connection with any such inspections, reports, tests, inquiries and reviews shall be paid by Grantor.

4.14 Books and Records. Grantor shall keep and maintain (a) complete and accurate books and records, in accordance with generally accepted accounting principles consistently applied, reflecting all items of income and expense in connection with the operation of the Premises; and (b) copies of all written contracts, leases and other agreements affecting the Premises. Beneficiary or its designated representatives shall have the right to examine and audit all books, contracts and records of Grantor relating to the Premises upon reasonable notice. All costs and expenses incurred by Beneficiary relating to such examination and audit shall be paid by Grantor.

ARTICLE V. GRANTOR'S NEGATIVE COVENANTS

5.01 Waste. Grantor will not commit or permit any waste with respect to the Premises or the Personal Property. Grantor shall conduct only those uses permitted on the Premises as allowed by the Act, applicable laws, ordinances, or other governmental requirements (collectively, the "Applicable Laws"), or Permitted Encumbrances.

5.02 Hazardous Substances. Except for customary materials necessary for construction, operation, cleaning and maintenance of the Premises, Grantor shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Premises without prior written notice to Beneficiary, and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning and maintenance of the Premises, will be used, kept and stored in a manner that complies with all Applicable Laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Premises. If the presence of any Hazardous Substance on the Premises caused or permitted by Grantor results in contamination of the Premises, or if contamination of the Premises by any Hazardous Substance otherwise occurs for which Grantor is legally liable for damage resulting therefrom, then Grantor shall reimburse Beneficiary for any legal expenses incurred by Beneficiary to defend Beneficiary from claims for damages, penalties, fines, costs liabilities or losses relating thereto. Without limiting the foregoing, if the presence of any Hazardous Substance on the Premises caused or permitted by Grantor results in any contamination of the Premises, Grantor shall provide prior written notice to Beneficiary and promptly take all actions at its sole expense as are necessary to effect remediation of the contamination in accordance with legal requirements.

5.03 Zoning and Private Covenants. Grantor will not initiate, join in, or consent to any change in any zoning ordinance or classification, any change in any approved zoning plan or in any "zone lot" or "zone lots" (or similar zoning unit or units) presently comprising the Real Property, any transfer of development rights, any change in any private restrictive covenant, or any change in any other public or private restriction limiting or defining the uses which may be made of the Real Property or any part thereof without the express written consent of Beneficiary, which shall not be unreasonably withheld, conditioned or delayed. If under applicable zoning provisions the use of all or any part of the Real Property is or becomes a nonconforming use, Grantor will not cause or permit such use to be discontinued or abandoned without the express written consent of Beneficiary.

5.04 No Interference with Leases. Grantor will not, without the prior written consent of Beneficiary, assign the rents from the Premises or any part thereof other than to Beneficiary,

except as permitted with respect to Additional Bonds issued pursuant to, or permitted by, the Indenture.

5.05 Release or Modification of Premises. Grantor will not, without the prior written consent of Beneficiary, in any manner materially impair the value of the Premises or the security of this Deed of Trust, except as hereinafter provided. Notwithstanding the foregoing, or any provision to the contrary contained herein, Grantor shall have the right to remodel, renovate or make additions, modifications or improvements to any building that constitutes a portion of the Premises hereunder, at its own cost and expense, including without limitation the demolition of such building during the renovation process, provided that, (i) the Premises that are subject to this Deed of Trust that are not currently undergoing demolition will generate sufficient fees, rents and charges so that the Pledged Revenue shall be adequate to meet the requirements of 4.08 of the Indenture, and (ii) upon completion of such remodeling or renovation, or the making of such additions, modifications or improvements, that the fair market value of such renovated building shall be at least equal to the fair market value of such building prior to such remodeling or renovation or the making of such additions, modifications or improvements.

5.06 Transfer of Premises. Grantor will not transfer, either voluntarily or involuntarily, the Premises or any part thereof or interest therein, without the prior written consent of Beneficiary. If Beneficiary consents, any such transfer shall be subject to this Deed of Trust and the Bond Documents, and any such transferee shall assume all of Grantor's obligations hereunder and thereunder and agree to be bound by all provisions and perform all obligations contained herein and therein. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. As used herein, "transfer" shall include, without limitation, any sale, assignment (including, without limitation, any collateral or security assignment or transfer), ground lease or conveyance except leases entered into after the date hereof for occupancy subordinate to this Deed of Trust. Any permitted transfer by Grantor shall also comply with any private covenants and restrictions of record or binding upon Grantor or the Premises.

5.07 Further Encumbrance of Premises. Except for Permitted Encumbrances, Grantor will neither create nor permit any encumbrance, either voluntarily or involuntarily, against the Premises or any part thereof or interest therein, that will materially impair the Pledged Revenue or the security provided by this Deed of Trust, without the prior written consent of Beneficiary. If Beneficiary consents, any such encumbrance shall be subject to this Deed of Trust and any other documents which evidence or secure the Secured Obligations. Consent to one such encumbrance shall not be deemed to be a waiver of the right to require consent to future or successive encumbrances. As used herein, "encumber" shall include, without limitation, the placing or permitting the placing of any mortgage, deed of trust, assignment of rents or other security device.

5.08 Transfer or Removal of Personal Property. Without the prior written consent of Beneficiary, Grantor will not sell, transfer or remove from the Premises all or any part of the Personal Property, unless the items sold, transferred, or removed are simultaneously replaced with similar items of equal or greater value, or unless such sale, transfer or removal will not materially impair the Pledged Revenue or the security provided by this Deed of Trust.

5.09 Improper Use of Premises or Personal Property. Grantor will not use the Premises or the Personal Property for any purpose or in any manner which violates any Applicable Laws, the Act, the Bond Documents, any requirements or conditions of any insurance policy, or any private covenant that is a Permitted Encumbrance.

ARTICLE VI. EVENTS OF DEFAULT

6.01 Event of Default. Each of the following events will constitute an Event of Default under this Deed of Trust, unless otherwise waived by Beneficiary:

(a) *Failure to Pay Debt Service Requirements under the Indenture.* Grantor's failure to make any payment of the principal of, premium, if any, or interest on the Bonds when due under the Indenture;

(b) *Violation of Other Covenants.* Grantor's failure to perform or observe any other covenant, condition, or prohibition contained in any of the Bond Documents or in any of the documents evidencing and securing the Permitted Encumbrances and fails to remedy the same after notice thereof pursuant to Section 8.12 of the Indenture;

(c) *Unpermitted Transfer or Encumbrance.* Grantor's transfer or further encumbrance of the Premises in violation of Sections 5.06 (Transfer of Premises), 5.07 (Further Encumbrance of Premises), or 5.08 (Transfer or Removal of Personal Property);

(d) *Misrepresentation or Breach of Warranty.* Any statement or warranty contained in any of the Bond Documents is untrue or misleading in any material respect;

(e) *Assertion of Priority.* The assertion (except by the owner of an encumbrance expressly excepted from Grantor's warranty of title herein) of any claim of priority over this Deed of Trust, by title, lien, or otherwise, unless Grantor within thirty (30) days after such assertion either causes the assertion to be withdrawn or provides Beneficiary with such security as Beneficiary may require to protect Beneficiary against all loss, damage, or expense, including attorneys' fees, which Beneficiary may incur in the event such assertion is upheld;

(f) *Dissolution, Insolvency, or Bankruptcy.* The dissolution, termination, or liquidation of Grantor or of any other person or entity directly or indirectly liable for the Bonds, or the making by any such person of any assignment for the benefit of creditors, or the appointment of a receiver, liquidation, or trustee of the property of any such person, or the filing of any petition for the bankruptcy, reorganization, or arrangement of any such person pursuant to the federal Bankruptcy Code or any similar state or federal statute, or the adjudication of any such person as bankrupt or insolvent; or

(g) *Default under any other Encumbrance or Obligation under the Bond Documents.* Grantor's breach or default under any other covenant, condition, restriction, obligation or encumbrance affecting the Premises or Personal Property, including, without limitation any event of default or breach under the Bond Documents.

ARTICLE VII. BENEFICIARY'S REMEDIES

Immediately upon or any time after the occurrence and continuation of any Event of Default hereunder, Beneficiary may exercise any remedy available at law or in equity, and as permitted by the Act, including but not limited to those listed below and those listed in the Bond Documents, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion.

7.01 Performance of Defaulted Obligations. If Grantor fails to perform any of its covenants and agreements herein or in the Bond Documents, and such failure is not remedied prior to the expiration of any grace and cure period provided in the document at issue, Beneficiary may, but shall not be obligated to, make any payment or perform any other obligation required by Grantor in any form and manner deemed expedient. Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including reasonable attorneys' fees) incurred by Beneficiary in this connection will be part of the Secured Obligations and will be immediately due and payable by Grantor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession including, but not limited to, insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums or other purposes.

7.02 Specific Performance and Injunctive Relief. Notwithstanding the availability of legal remedies, Beneficiary will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Grantor to cure or refrain from repeating any default, subject to the provisions of the Act.

7.03 Suit for Monetary Relief. With or without accelerating the maturity of the Bonds, Beneficiary may sue from time to time for any payment due under any of the Bond Documents, or for money damages resulting from Grantor's default under any of the Bond Documents, subject to the terms and provisions of the Bond Resolution and the Indenture.

7.04 Possession of Premises. Beneficiary may enter and take possession of the Premises, in accordance with State law, may employ a managing agent for the Premises, may continue any and all construction of the Premises in accordance with any approved plans and specifications therefor, subject to the terms and provisions hereof, and may lease or rent all or any part of the Premises, either in Beneficiary's name or in the name of Grantor, and may collect the rents, issues, and profits of the Premises. Any revenues collected by Beneficiary under this section will be applied first toward payment of all expenses (including reasonable attorneys' fees) incurred by Beneficiary and the balance, if any, will be applied against the Secured Obligations.

7.05 Enforcement of Security Interests. Beneficiary may exercise all rights of a secured party under the State of Colorado Uniform Commercial Code with respect to the Personal Property including, but not limited to, taking possession of, holding, and selling the Personal Property and enforcing or otherwise realizing upon any accounts and general intangibles. Any requirement for reasonable notice of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made, will be satisfied by Beneficiary's giving

of such notice to Grantor at least ten days prior to the time of any public sale or the time after which any private sale or other intended disposition is to be made.

7.06 Foreclosure Against Interest in the Premises. Subject to the cure rights contained under the Bond Resolution and this Deed of Trust, upon an Event of Default by Grantor, Beneficiary may declare all of the sums secured by this Deed of Trust immediately due and payable (“Acceleration”). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney’s fees and all Public Trustee’s fees. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Public Trustee of such election in accordance with the laws then in effect in the State of Colorado. Public Trustee shall give such notice to Grantor of Grantor’s cure rights as is then provided by Colorado law. Public Trustee shall record a copy of such notice as required by Colorado law. Public Trustee shall advertise the time and place of the sale of Grantor’s interest in the Premises in a newspaper of general circulation in each county in which the Premises is situated, and shall mail copies of such notice of sale to Grantor and other persons, all as may be now or in the future prescribed by Colorado law. After the lapse of such time as may be required by law, Public Trustee, without demand on Grantor, shall sell Grantor’s interest in the Premises at public auction to the highest bidder for cash at the time and at the place then authorized by law as may be specified in the notice of sale, in one or more parcels as Beneficiary may think best and in such order as Beneficiary may determine. Unless otherwise required under Colorado law, under the Indenture, Public Trustee shall apply the proceeds of the sale in the following order: (a) to all costs of sale as set forth in the Colorado statutes governing foreclosures in the State of Colorado; (b) reasonable costs for Beneficiary’s attorney’s fees and costs of title evidence; (c) to reduce or discharge the Bonds in such order as Beneficiary may elect; and (d) the excess, if any, to the person or persons legally entitled thereto. Upon abandonment of the Premises or upon the order of a court of competent jurisdiction, Beneficiary or the holder of Public Trustee’s certificate of purchase shall be entitled to a receiver for the Premises after Acceleration, and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any, in accordance with Section 7.07 (Appointment of Receiver) below. Nothing in this section dealing with foreclosure procedures or specifying particular actions to be taken by Beneficiary or by Public Trustee or any similar officer shall be deemed to contradict or add to the requirements and procedures now or hereafter specified by Colorado law, and any such inconsistency shall be resolved in favor of Colorado law applicable at the time of foreclosure.

7.07 Appointment of Receiver. Following foreclosure, Beneficiary shall be entitled, as a matter of absolute right and without regard to the value of any security for the Secured Obligations or the solvency of any person liable therefor, and on an *ex parte* basis, without notice, to the appointment of a receiver for the Premises upon application to any court of competent jurisdiction. Grantor shall have the right to a hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his agents shall be empowered (a) to take possession of the Premises and any businesses conducted by Grantor or any other person thereon and any business assets used in connection therewith; (b) to exclude Grantor and Grantor’s agents, servants and employees from the Premises, or, at the option of the receiver, in lieu of such exclusion, to collect a fair market rental from any such persons occupying any part of the Premises; (c) to lease or re-lease the Premises and to collect the rents, issues, profits and income therefrom; (d) to complete

any construction which may be in progress; (e) to do such maintenance and make such repairs and alterations as the receiver deems necessary; (f) to use all stores of materials, supplies and maintenance equipment on the Premises and replace such items at the expense of the receivership estate; (g) to pay all taxes and assessments against the Real Property and the Personal Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance; (h) to borrow from Beneficiary, if applicable, funds as may reasonably be necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Beneficiary; and (i) generally to do anything which Grantor could legally do if Grantor were in possession of the Premises. All expenses incurred by the receiver or his agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Secured Obligations. Such receiver shall be entitled to enter upon, take possession of and manage the Premises and to collect the rents of the Premises, including those past due. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and by Beneficiary, next to the payment of the costs of preservation and management of the Premises, and then the balance shall be applied toward the Secured Obligations or in such other manner as the court may direct. Beneficiary shall be liable to account only for those rents actually received. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Secured Obligations have been discharged in full, or until title to the Premises has passed after foreclosure sale and all applicable periods of redemption have expired, or until a court of competent jurisdiction orders the receiver discharged.

7.08 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Bond Documents and available at law or equity (including the Colorado Uniform Commercial Code), which rights (a) shall be cumulative and concurrent; (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Bond Documents, or against the Premises, or against any one or more of them, at the sole discretion of Beneficiary; (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be nonexclusive. No action by Beneficiary in the enforcement of any rights, remedies or recourses under the Bond Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

7.09 General Obligation. Notwithstanding the foregoing or any provision to the contrary contained herein, in the Bonds or in any of the Bond Documents, Grantor's obligation under the Bond Resolution and under this Deed of Trust shall be a general obligation payable from the Pledged Revenue under the Indenture. Beneficiary's remedies hereunder shall be subject to the terms and limitations set forth in the Bond Resolution and the Indenture.

ARTICLE VIII.
ASSIGNMENT OF RENTS AND REVENUES;
SPECIAL COVENANTS RELATING TO THE BOND RESOLUTION

8.01 Assignment of Rents and Revenues. This Deed of Trust is intended to constitute a present, absolute and irrevocable assignment of any rents and leases now or hereafter accruing, and Grantor, without limiting the generality of the Granting Clause hereof, specifically hereby presently, absolutely and irrevocably assigns all of the rents and leases now or hereafter accruing to Beneficiary. The aforesaid assignment shall be effective immediately upon the execution of this Deed of Trust and is not conditioned upon the occurrence of any Event of Default hereunder or any other contingency or event, provided, however, that Beneficiary hereby grants to Grantor the right and license to collect and receive the rents as they become due, and so long as no Event of Default exists hereunder. Upon the occurrence of any such Event of Default, Beneficiary shall provide written notice of such Event of Default to Grantor. If such Event of Default is not cured within thirty (30) days of such written notice, Grantor's right and license to collect and receive the rents shall be automatically terminated and shall be of no further force or effect, unless otherwise agreed to in writing by Beneficiary. Nothing contained in this section or elsewhere in this Deed of Trust shall be construed to make Beneficiary a mortgagee in possession unless and until Beneficiary actually takes possession of the Premises, nor to obligate Beneficiary to take any action or incur any expense or discharge any duty or liability under or in respect of any leases or other agreements relating to the Premises or any part thereof.

8.02 Security Agreement and Fixture Filing. This Deed of Trust is both a deed of trust and a "security agreement" under the applicable provisions of the Colorado Uniform Commercial Code, as the same may be amended from time to time, with respect to the Personal Property and such other of the Premises which is personal property or otherwise governed by the Colorado Uniform Commercial Code (collectively, the "UCC Collateral"). The UCC Collateral includes both real and personal property, fixtures, and all other rights and interests, whether tangible or intangible in nature, of Grantor in and to the UCC Collateral. Grantor hereby grants to Beneficiary, as security for the Secured Obligations, a security interest in the personal property and fixtures constituting the UCC Collateral to the full extent that such portion of the UCC Collateral may be subject to the Colorado Uniform Commercial Code. In addition to the right and remedies granted to Beneficiary by other applicable law or by this Deed of Trust, Beneficiary shall have all of the rights and remedies with respect to the UCC Collateral as are granted to a secured party under the Colorado Uniform Commercial Code, including, without limitation, taking possession of, holding and selling the UCC Collateral. After an Event of Default and upon Beneficiary's request, Grantor shall promptly and at its expense assemble the UCC Collateral and make the same available to Beneficiary at a convenient place acceptable to Beneficiary. Grantor shall pay to Beneficiary on demand, with interest, any and all expenses, including reasonable attorneys' fees, incurred by Beneficiary in protecting its interest in the UCC Collateral and in enforcing its rights with respect thereto. Any notice of sale, disposition or other intended action by Beneficiary with respect to the UCC Collateral sent to Grantor in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute reasonable notice to Grantor. The proceeds of any such sale or disposition, or any part thereof, may be applied by Beneficiary to the Secured Obligations in accordance with the terms of the Indenture. To the extent this Deed of Trust covers rights in action or personal property covered by the Colorado Uniform Commercial Code, this Deed of Trust shall be self-operative with regard to such Personal

Property and this Deed of Trust is deemed a fixture filing under the Colorado Uniform Commercial Code. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the real estate records of each county where any part of the Premises (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement covering any other portion of the Premises and may be filed in any other appropriate filing or recording office. A photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section.

8.03 Dealings with Successor Owners. If the Premises or any interest in the Premises are transferred to any person other than Grantor, whether voluntarily or involuntarily and whether or not Beneficiary has consented to such transfer, then Beneficiary may deal with such successor owner in all matters relating to the Secured Obligations, and no such dealings, including, but not limited to, any change in the terms of the Secured Obligations, will be deemed to discharge or impair the obligations of Grantor to Beneficiary under the Bond Resolution.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01 Time of the Essence. Time is of the essence with respect to all provisions of this Deed of Trust.

9.02 No Implied Waivers. Beneficiary shall not be deemed to have waived any provision of this Deed of Trust unless such waiver is in writing and is signed by Beneficiary. Without limiting the generality of the preceding sentence, neither Beneficiary's acceptance of any payment with knowledge of a default by Grantor, nor any failure by Beneficiary to exercise any remedy following a default by Grantor shall be deemed a waiver of such default, and no waiver by Beneficiary of any particular default on the part of Grantor shall be deemed a waiver of any other default or of any similar default in the future.

9.03 Notices. Except as otherwise may be provided in this Deed of Trust, all notices, certificates, requests or other communications pursuant to this Deed of Trust shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to Grantor: Gunnison County Housing Authority
 c/o Gunnison County Administration
 200 E. Virginia Avenue
 Gunnison, Colorado 81230
 Attention: County Manager

With a copy to:

200 E. Virginia Avenue
Gunnison, Colorado 81230
Attention: County Attorney

If to Beneficiary: UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust & Escrow Services

Any person may change such person's address for notices or copies of notices by giving notice to the other party in accordance with this section.

9.04 Release upon Defeasance. Upon payment and performance in full of all the Secured Obligations and all costs of releasing this Deed of Trust, Beneficiary will execute and deliver to Grantor such documents as may be required to release this Deed of Trust of record.

9.05 No Merger of Estates. Unless expressly provided otherwise, in the event that ownership of this Deed of Trust and title to the fee estate in the Premises encumbered hereby shall become vested in the same person or entity, this Deed of Trust shall not merge in said title but shall continue to be and remain a valid and subsisting lien and/or trust on said estates in the Premises for the amount secured hereby.

9.06 No Partnership or Joint Venture. Nothing contained herein nor shall the acts of the parties hereto, be construed to create a partnership or joint venture between Grantor and Beneficiary. The relationship between Grantor and Beneficiary is the relationship of "debtor" and "creditor."

9.07 Illegality. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Deed of Trust, the legality, validity, and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. If the rights and liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Secured Obligations, then the unsecured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on the Secured Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Secured Obligations.

9.08 Obligations Binding Upon Grantor's Successors. This Deed of Trust is binding upon Grantor and Grantor's successors and assigns, including all grantees and remote grantees of any interest of Grantor in the Premises and Personal Property and shall inure to the benefit of Beneficiary, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and Grantor's successors and assigns.

9.09 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, GRANTOR AND BENEFICIARY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS DEED

OF TRUST, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED OF TRUST, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR GRANTOR AND BENEFICIARY TO ENTER INTO THE BOND TRANSACTION EVIDENCED BY THE SECURED OBLIGATIONS UNDER THE INDENTURE.

9.10 Severability. Wherever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under Colorado law. If any provision of this Deed of Trust is, for any reason and to any extent, invalid or unenforceable, then neither the remainder of this Deed of Trust in which such provision appears nor the application of the provision to other persons or in other circumstances, shall be affected by such invalidity or unenforceability.

9.11 Governing Law. The laws of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Deed of Trust.

9.12 Survival. This Deed of Trust shall survive foreclosure of the liens created hereby, to the extent necessary to fulfill its purposes.

9.13 Captions. The captions and headings of various paragraphs of this Deed of Trust are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

9.14 Indemnification. Grantor shall defend, indemnify and hold harmless Beneficiary, any successors to Beneficiary's interest in the Premises, any purchaser of the Premises upon foreclosure, and all shareholders, directors, officers, employees and agents of all of the foregoing and their heirs, personal representatives, successors and assigns from and against all claims, costs, expenses, actions, suits, proceedings, losses, damages and liabilities of any kind whatsoever, including but not limited to all amounts paid in settlement of, and all costs and expenses (including attorneys' fees and costs) incurred in defending or settling, any actual or threatened claim, action, suit or proceeding, directly or indirectly arising out of or relating to the Secured Obligations, this Deed of Trust, or the Premises, including but not limited to (i) any violation of or claim of violation of the ADA with respect to the Premises; (ii) any violation of applicable environmental laws, rules, regulations, and court or administrative orders; or (iii) any breach of any of the warranties, representations and covenants contained herein. This indemnity provision shall continue in full force and effect and shall survive the payment and performance of the Obligation, the release of record of the lien of this Deed of Trust, any foreclosure (or deed in lieu of foreclosure) of this Deed of Trust, the exercise by Beneficiary of any other remedy under this Deed of Trust or any other document or instrument evidencing or securing the Secured Obligations, and any suit, proceeding or judgment against Grantor by Beneficiary hereon.

9.15 Beneficiary as Trustee. In the event any provision of this Deed of Trust requires the approval, consent, or action by the Beneficiary, the Beneficiary must undertake to grant or deny such approval or consent, or perform such action, only subject to and as directed by the terms of the Indenture, and may, in the Beneficiary's sole discretion, require direction of the Registered Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding (as defined in the Indenture) prior to undertaking any such approval, consent, or action.

Signed and delivered as of the date first mentioned above.

GRANTOR:

GUNNISON COUNTY HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Chair of the Board of Commissioners

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest by Grantor; (b) this Deed of Trust and any related fixture filing and any liens arising or granted pursuant to this Deed of Trust or the Bond Documents; (c) utility, access and other easements and rights of way, licenses, permits, party wall and other agreements, restrictions and exceptions which Grantor certifies will not materially interfere with or materially impair the use or value of the Real Property, including rights or privileges in the nature of easements, licenses, permits and agreements; (d) any lease for occupancy of the Whetstone Housing Project; and (e) the easements, covenants, restrictions, liens and encumbrances to which title to the Real Property was subject when made subject to this Deed of Trust, as follows:

[To be provided from Title Insurance Commitment]

PRELIMINARY OFFICIAL STATEMENT DATED MARCH [], 2025

**NEW ISSUE
BOOK-ENTRY ONLY**

RATINGS: Applied For

In the opinion of Taft Stettinius & Hollister LLP, Denver, Colorado, Bond Counsel, assuming continuous compliance with certain covenants described herein, interest on the Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds (the "Code"), interest on the Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Code, and interest on the Bonds is excluded from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Bonds as described herein. See "TAX MATTERS."

\$118,180,000*

**GUNNISON COUNTY HOUSING AUTHORITY
GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT)
SERIES 2025**

Dated: Date of Delivery

Due: June 1, as shown herein

The Bonds (all capitalized terms are defined herein) are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof pursuant to the Indenture of Trust between the Authority and the Trustee. Purchases of the Bonds are to be made in book-entry form only through The Depository Trust Company, New York, New York. See APPENDIX D – BOOK-ENTRY ONLY SYSTEM. The Bonds bear interest at the rate set forth below, payable semiannually on June 1 and December 1 of each year from available Pledged Revenue, if any, commencing June 1, 2025. See "THE BONDS."

The maturity schedule for the Bonds appears on the inside cover page of this Official Statement.

Proceeds of the Bonds will be used by the Authority to: (i) finance a portion of the costs of acquiring, constructing, and equipping the Development; (ii) funding capitalized interest on the Bonds through June 1, 2027; (iii) funding the Reserve Fund in the amount of the Required Reserve; and (iv) paying certain costs of issuing the Bonds. See "USES OF PROCEEDS."

The Bonds are general revenue obligations of the Authority payable from and to the extent of the Pledged Revenue, defined in the Indenture to mean the following: (i) all Net Revenues; (ii) any monies received by the Authority from the County from the Moral Obligation Resolution; (iii) any Impact Fees received by the Authority from the County; and (iv) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue. The Bonds are additionally secured by: (i) a Deed of Trust granting to the Trustee a lien on and security interest in the Authority's interest in the real and personal property comprising the Development. For further description of the security for the Bonds, see "SECURITY FOR THE BONDS."

The principal of and premium if any, and interest on the Bonds are payable solely from the Pledged Revenue. Neither the Commissioners of the Authority nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds are not obligations of Gunnison County, Colorado (the "County"), the State of Colorado (the "State"), or any political subdivision of the State (except the Authority), and none of the County, the State, or any political subdivision of the State shall be liable thereon, except the Authority from the sources described herein. Pursuant to State law, the Authority has no power to levy or collect taxes.

The Bonds are subject to redemption prior to maturity at the option of the Authority and are subject to mandatory sinking fund redemption and extraordinary optional redemption as set forth in the Indenture. See “THE BONDS – Prior Redemption.”

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision, giving particular attention to the section entitled “RISK FACTORS.”

The Bonds are offered when, as, and if issued by the Authority and accepted by the Underwriter subject to the approval of legality of the Bonds by Taft Stettinius & Hollister LLP, Denver, Colorado, Bond Counsel, and the satisfaction of certain other conditions. Certain legal matters will be passed upon for the Authority by the County Attorney. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about March [], 2025.*

[NORTHLAND SECURITIES, INC. LOGO]

This Official Statement is dated March __, 2025.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE
(CUSIP® 6-digit issuer number: _____)

\$118,180,000*
GUNNISON COUNTY HOUSING AUTHORITY
GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT)
SERIES 2025

Maturing (<u>June 1</u>)	Principal <u>Amount*</u>	Interest <u>Rate</u>	Price or <u>Yield</u>	CUSIP® Issue <u>Number</u>
2027	\$ 1,475,000			
2028	1,550,000			
2029	1,625,000			
2030	1,710,000			
2031	1,795,000			
2032	1,885,000			
2033	1,980,000			
2034	2,075,000			
2035	2,180,000			
2036	2,290,000			
2037	2,405,000			
2038	2,525,000			
2039	2,650,000			
2040	2,785,000			
2041	2,920,000			
2042	3,070,000			
2043	3,220,000			
2044	3,385,000			
2045	3,550,000			
2046	7,645,000			
2047	12,965,000			

\$7,645,000* _____% Term Bonds due June 1, 2047, Yield: _____% Price: _____ CUSIP® No. _____
 \$12,965,000* _____% Term Bonds due June 1, 2050, Yield: _____% Price: _____ CUSIP® No. _____
 \$26,305,000* _____% Term Bonds due June 1, 2055, Yield: _____% Price: _____ CUSIP® No. _____
 \$26,190,000* _____% Term Bonds due June 1, 2059, Yield: _____% Price: _____ CUSIP® No. _____

*Preliminary; subject to change.

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USE OF INFORMATION IN THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page and the appendices, does not constitute an offer to sell or the solicitation of an offer to buy any of the Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by the Authority or the Underwriter.

The information set forth in this Official Statement has been obtained from the Authority, from the sources referenced throughout this Official Statement and from other sources believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of information received from parties other than the Authority.

The Underwriter has provided the following sentence for inclusion in this Official Statement. In accordance with its responsibilities under federal securities laws, the Underwriter has reviewed the information in this Official Statement but does not guarantee its accuracy or completeness. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized.

The information, estimates, and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, or in the information, estimates, or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering of the Bonds and may not be reproduced or used in whole or in part for any other purpose.

The Bonds have not been registered with the Securities and Exchange Commission due to certain exemptions contained in the Securities Act of 1933, as amended. In making an investment decision, investors must rely on their own examination of the Authority, the Bonds and the terms of the offering, including the merits and risks involved. The Bonds have not been recommended by any federal or state securities commission or regulatory authority, and the foregoing authorities have neither reviewed nor confirmed the accuracy of this document.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICE TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE BONDS, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

GUNNISON COUNTY HOUSING AUTHORITY

Authority Board

Laura Puckett Daniels, Chairperson
Elizabeth Smith, Vice-Chairperson
Jonathan Houck

Executive Secretary

Matthew Birnie

Trustee, Registrar and Paying Agent

UMB Bank, n.a.
Denver, Colorado

County Attorney

Matthew Hoyt, Esq.

Bond Counsel

Taft Stettinius & Hollister LLP
Denver, Colorado

Underwriter

Northland Securities, Inc.
Minneapolis, Minnesota

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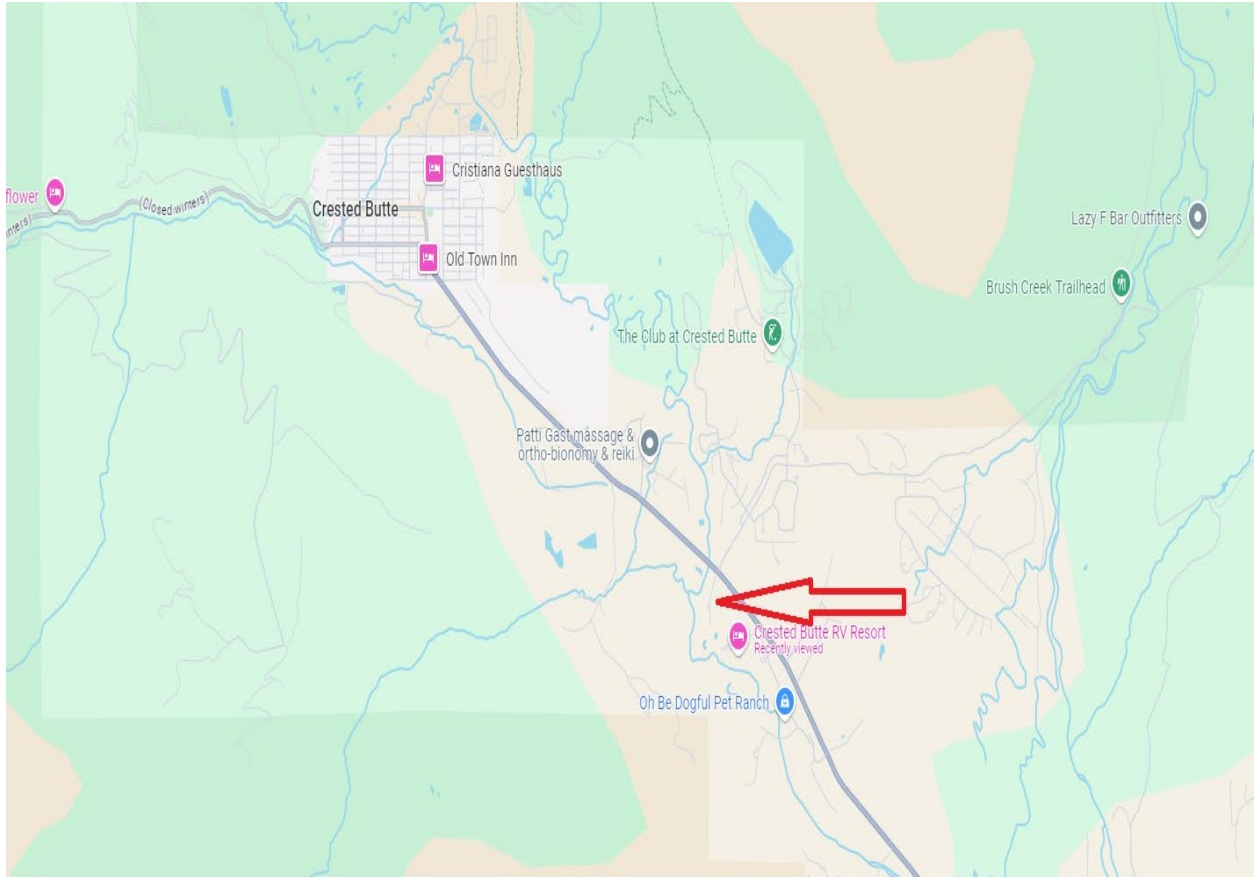
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VICINITY MAP



CONCEPTUAL RENDERING OF THE DEVELOPMENT



****The foregoing is a rendering. Construction of the Development has not yet commenced.**

OFFICIAL STATEMENT

\$118,180,000*

GUNNISON COUNTY HOUSING AUTHORITY GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT) SERIES 2025

INTRODUCTION

General

This Official Statement, which includes the cover page and the appendices, provides information in connection with the offer and sale of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025 (the “Bonds”), to be issued by the Gunnison County Housing Authority (the “Authority”), a public body corporate and politic of the State of Colorado (the “State”), in the total aggregate principal amount of \$118,180,000*.

The Bonds will be issued pursuant to a resolution (the “Bond Resolution”) adopted by the Board of Commissioners of the Authority (the “Board”) prior to the issuance of the Bonds and an Indenture of Trust between the Authority and UMB Bank, n.a., Denver, Colorado, as trustee (the “Trustee”) dated as of March 1, 2025* (the “Indenture”).

The offering of the Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Bonds. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled “RISK FACTORS.” Detachment or other use of this “INTRODUCTION” without the entire Official Statement, including the cover page and appendices, is unauthorized. Undefined capitalized terms have the meanings given in the Indenture. See “APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND DEED OF TRUST.”

The information set forth in this Official Statement has been obtained from the Authority and from other sources believed to be reliable but is not guaranteed as to accuracy or completeness. This Official Statement, including the appendices hereto, contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized. See “FORWARD-LOOKING STATEMENTS.”

Purpose

Proceeds of the Bonds will be used to: (i) finance a portion of the Authority’s costs of acquiring, constructing, and equipping the Development (defined herein); (ii) funding

* Preliminary; subject to change.

capitalized interest on the Bonds through June 1, 2027 in the amount of \$12,901,316.67*; (iii) funding the Reserve Fund in the amount of the Required Reserve (i.e., \$7,347,125.00*); and (iv) paying certain costs of issuing the Bonds. See “USES OF PROCEEDS.”

The Authority

The Authority is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S., for the purpose of providing housing facilities within the County for low-income workers and their families. The current and operating form of the Authority was formed on August 17, 1982, pursuant to the Certificate of Formation of the Gunnison County Housing Authority which was accepted by the Colorado Division of Housing on August 18, 1982. The Authority is permitted to own, lease, construct, finance, restore or rehabilitate, operate or rent any housing project or lands, buildings, structures or facilities incorporated as part of any housing project, to borrow money using bonds, notes or other obligations and to do all things necessary to accomplish its objectives.

The Authority currently owns and operates three housing projects within the County:

- “Sawtooth” is a 50-unit rental housing development consisting of a mix of townhomes, accessory dwelling units, and apartments (the “Sawtooth Project”). Units are prioritized for income qualified households between 80% and 100% of area median income (“AMI”). Eighteen units were completed in the first phase and have been occupied since November of 2023, 32 units are being built in the second phase and are expected to be completed in March of 2025. Leasing for the 32 units in the second phase is currently open with a waiting list of more than 200 households currently expressing interest.
- “Elk Valley” consists of eight townhomes that were completed in March of 2019 and have been continuously leased from that time (the “Elk Valley Project”). Units are available to households earning between 80% and 120% of AMI.
- “Mountain View” is a 28-unit apartment complex that is restricted to low-income senior households (the “Mountain View Project”). The Mountain View complex has been continuously occupied since its completion in 1984. Mountain View is subsidized by Section 8 (of the Housing Act of 1937) housing vouchers. **Any Net Revenues derived from the Mountain View Project are not pledged to the repayment of the Bonds.**

The Authority is governed by a three-person board of commissioners currently comprised of the members of the Board of County Commissioners, ex officio. The County Manager serves as the Executive Secretary of the Authority. The Executive Secretary is the sole

* Preliminary; subject to change.

officer of the Authority and is responsible for the operations and management of the Authority, including presentation of a budget to the Board for consideration and adoption.

The Authority serves the residents of the County, which is located in the central part of the State. The total population of the County is approximately 17,000.

The Bonds are solely obligations of the Authority. The Bonds are not obligations of the County or the State or any political subdivision of the State (except the Authority), and none of the County, the State, or any political subdivision of the State shall be liable thereon except the Authority from the sources described herein. The Authority has no taxing power.

The Development

The information contained in this section has been supplied by the Authority and contains important information concerning the Authority and the Development. Investors are urged to review this information carefully before making an investment in the Bonds.

General. The net proceeds of the Bonds will be used to construct a residential development (the “Development”) to be known as “Whetstone.” The Development will, in part, provide additional workforce housing for the County. The Development will include approximately 15.101 acres and be located in the northern Gunnison Valley along Highway 135, to the south and east of the Town of Crested Butte, Colorado (the “Town”). See “VICINITY MAP” on page iv. The Development will feature both market rate and income restricted apartments and is expected to include 252 residential units in 23 structures, including 117 apartments, four duplexes, 27 triplexes, 92 walk-ups, and 12 live-work spaces. Seven units are planned to be studios, 61 units are planned to include one bedroom, 144 units are planned to include two bedrooms, and 40 units are planned to include three bedrooms. The aggregate net rentable square footage of the Development is expected to be approximately 238,528 square feet.

Grants. The County has been awarded a total of \$14,000,000 in grants in support of the Development, which are generally earmarked for supporting horizontal infrastructure for the Development. The grants are made by reimbursing the County for qualifying expenditures on a monthly basis upon receipt of appropriate documentation and verification. The grants are briefly described as follows:

- A Transformational Affordable Housing Grant (TAHG) of \$10,000,000 was awarded by the State and will be applied to “infrastructure construction” related to the Development, including specifically, utilities, roads, and sidewalks related to the Development.
- An Energy Impact Assistance Fund (EIAF) grant of \$2,000,000 was awarded by the State and will be applied to water, sewer and electrical infrastructure related to the Development.
- A High Efficiency Electric Heating Appliance (HEEHA) grant of \$1,500,000 was awarded by the State and will subsidize the cost of electric

ground source heat pumps for heating and cooling buildings related to the Development.

- A Public Buildings Electrification (PBEG) grant of \$500,000 was awarded by the State and will subsidize the ground source heat pump system costs for certain of the multifamily buildings within the Development.

Feasibility Studies.

Housing Needs Assessment. The Gunnison County Regional Housing Authority commissioned Western Spaces, LLC, to prepare a “Gunnison Valley Housing Needs Assessment,” dated September 2024 (the “Housing Needs Assessment”), which is attached hereto as APPENDIX A. The Housing Needs Assessment should be read in its entirety, but projects total housing units needed through 2029 to range from 1,300 on the low-end to 1,550 on the high-end. The Housing Needs Assessment also noted that high listing and sales prices for homes is expected to result in more households and higher income households renting homes in the future.

Project Demand Study. Servitas, LLC, which is serving as the project manager for the Development (the “Project Manager”), commissioned Western Spaces, LLC to prepare a “Final Whetstone Project Demand Study, dated August 2024 (the “Project Demand Study”), which is attached hereto as APPENDIX B. The Project Demand Study should be read in its entirety. The study estimates a need for between 1,030 and 1,295 new units through 2029. The study concludes that an estimated 713 renter households with incomes in the targeted range of 80% to 170% of area median income (“AMI”) per year *currently* reside in the market area and that the current vacancy rate is near zero; 145 units would need to be added to create a healthy vacancy rate assuming no additional growth. However, growth demand will likely be generated for 627 new rental units by 2026 due to unfilled jobs and job growth.

Third-Party Review. The County commissioned Pioneer Development Company to prepare a third-party review of the feasibility of the Development dated November 16, 2024 (the “Third-Party Review”), which is attached hereto as APPENDIX C. The Third-Party Review should be read in its entirety. The Third-Party Review analyzed the Development’s pro forma and its various market and financial inputs and concluded that the Development has “reasonable assumptions that yield a feasible residential development.” Stress tests were run estimating the impact of lower annual growth rates and higher vacancy rates than are assumed in the proforma and found that the project is resilient, “because of its ability to generate revenue in a variety of ways.”

Land and Entitlements.

Land. The Authority owns in fee simple the land underlying the Development. The land was conveyed by the County to the Authority pursuant to a quit claim deed recorded on November 19, 2024. In connection with the transfer, the County and the Authority entered into an Intergovernmental Agreement and Promissory Note for Whetstone Workforce Housing, dated November 19, 2024, whereby the County made a loan to the Authority in the original principal amount of \$1,100,000 (the “Loan”). The Authority has agreed to repay the Loan in semiannual payments of \$34,973.58 until paid in full and the Loan matures on January 1, 2045. The Loan and

all payments thereon are subordinate and subject in right of payment to the prior payment in full of the Bonds. If the Authority is in default of its payment or performance obligations under the Indenture or the Bonds or if the payment of the Loan would cause a violation of the Indenture or the Bonds, the Authority shall not pay, and the County shall not demand or collect any amount due under the Loan or accelerate the Loan. If the Authority is not in default under the Indenture or the Bonds, then the Authority may make regular semiannual Loan payments to the County in repayment of the Loan.

Entitlements. All land use entitlements for the Development have been completed. All building permits have been submitted to the County and the County building official has reviewed and prepared the permits for issuance pending the assignment of final addresses.

Prior to the commencement of construction, the County and the Authority intend to enter into a Development Improvement Agreement for the development of certain horizontal infrastructure improvements related to the Development.

Construction Contract and Construction Schedule.

The County entered into the Whetstone Development and Construction Management Agreement, dated November 16, 2023 (as amended from time to time, the “Construction Contract”), with the Project Manager for the construction of the Development for a guaranteed maximum price of \$127,717,957, which computes to approximately \$396 per gross square foot inclusive of soft costs, financing costs, developer fees and contingencies. The County has assigned the Construction Contract to the Authority. The Project Manager has contracted with Moss & Associates, LLC, a Florida limited liability company, to construct the vertical portions of the Development pursuant to a Construction Contract dated December 20, 2024.

Pursuant to the Construction Contract, the parties have agreed that the Development will be substantially complete no later than 35 months after the receipt of the notice to proceed from the County. The Authority expects that the residential buildings comprising the Development will be built in stages with construction of the residential buildings commencing in April 2025, the first 117 residential units being substantially completed no later than July 31, 2027, and substantial completion of the entire Development occurring by December 2027.

The Development is being developed as a major impact project in accordance with the standards and conditions set forth in the Gunnison County Land Use Resolution adopted on January 8, 2001.

Required Public Improvements. The County and the Town have entered into an Amended Utility Extension Agreement to Provide Water and Sewer Service, dated October 7, 2024 (the “UEA”), related to the Development. Subject to its terms, the UEA guarantees that water and sewer service will be provided to the Development by the Town. The UEA also obligates the County to construct certain infrastructure items (not all of which are essential to the Development) as a condition precedent to the Town’s provision of water and sewer service.

The UEA obligates the County to construct certain transportation improvements, including a primary entrance to the Development and a related intersection as approved by the Colorado Department of Transportation, a roundabout, transit stops, and a pedestrian underpass.

The County has been awarded a Federal Safe Streets for All grant for \$15,000,000, which will be utilized to construct all of the forgoing transportation improvements as well as a few additional, unrelated, projects. The County must commence construction of the transit stops and the underpass by June 1, 2026, and prior to the commencement of construction of the residential buildings to be included in the Development. The County must commence construction of the intersection by June 1, 2027, and, if it fails to do so, the County must pay the Town liquidated damages in the amount of \$11,000,000, which represents the cost of constructing the intersection. The liquidated damages must be used by the Town to complete the intersection or be refunded to the County. In lieu of receiving the refund, the County may instead demand that the Town complete construction of the intersection at its sole expense after the application of the liquidated damages.

The UEA further requires the County to construct all onsite and offsite water and sewer utility improvements from the Town's connection point to the Development in coordination with the Town as further provided in the UEA. The UEA requires the Town to construct, at the County's cost and expense, any improvements to the Town's side of the connection point. Preliminary designs for onsite and offsite improvements for the provision of water and sewer services have been completed.

The UEA may be terminated by the County at any time prior to the time the Town commences utility services, in which case neither party has any remaining obligation under the UEA. The UEA may also be terminated (i) by mutual agreement, (ii) if the Development does not receive the necessary permits and approvals, (iii) if construction of the Development does not commence by October 7, 2029, (iv) if either party breaches the UEA provided that the non-breaching party provides written notice of its intent to terminate the UEA and permits the breaching party to cure the breach within the time periods set forth in the UEA, or (v) if the parties cannot agree on the final design of the water and wastewater improvements serving the Development. With regard to clause (iv) of the preceding sentence, such design has already been completed and accepted by both parties.

The County and the Authority have entered into an Intergovernmental Agreement for Whetstone Workforce Housing Utilities and Potential Annexation, dated November 19, 2024 (the "Authority IGA"), whereby the Authority has agreed, in part, to reimburse the County on an annual basis for costs and expenses incurred by the County in connection with the County's construction of the public improvements required by the UEA. Such reimbursements are expected to be made with the net proceeds of the Bonds.

Utilities. Water and sewer service for the Development will be provided by the Town, except for certain non-potable water to be used for irrigation that will be provided by one well expected to be constructed as part of the Development. The Gunnison County Electric Association, Inc. will provide electricity for the Development.

Pursuant to the UEA, the cost of maintaining, repairing and replacing all water and sewer improvements shall be borne by the County. The UEA requires the County to pay a total system investment fee of \$7,501,998, subject to adjustment based on changes to the final unit count or square footage of the units. The system investment fee is payable in annual installments of \$751,000 commencing five years after the first residential unit of the Development receives a

certificate of occupancy and continuing until the total system investment fee is paid in full. Additionally, the UEA sets a service rate for the Development of 80% of the Town's then current in-town service rates per equivalent residential unit. If the County fails to make the required payments to the Town for the provision of water and sewer services under the UEA, the Town may suspend services. Further, the UEA grants the Town the right to record a lien against the Development for any costs, fees, or other expenses which the County is required to pay under the UEA. Pursuant to the Authority IGA, the Authority is expected to reimburse the County for the payment of all costs of maintaining, repairing and replacing all water and sewer improvements related to the Development, for the system investment fee when due, and for all utility fees related to the Development on an annual basis out of the annual operations of the Development.

Income Restrictions. The UEA requires the County to restrict at least 80% of all units (i.e., 202 units) within the Development to workforce and essential housing that meets the following minimum restrictions: (i) at least one member of the occupying household works for at least 30 hours per week, or 1,500 hours per year, for a County based employer (a "Full Time Worker") or at least one member of the occupying household is a retired or disabled person who was a Full Time Worker at least four years immediately prior to such person's retirement or disability. Additionally, the UEA requires (i) no fewer than 40% of the total number of all units (i.e., 101 units) to serve households earning no more than 120% of area median income ("AMI"), and (ii) no fewer than 10% of the total number of all units (i.e., 25 units exclusive of those described in (i) above) to serve households earning no more than 170% of AMI.

Project Management. The Authority anticipates that the Development will be managed by the Development Manager pursuant to a management agreement to be entered into prior to the completion of the residential units.

The Development Manager is a minority and woman-owned limited liability Corporation organized in Texas and owned by a family trust. Established in 2001, the Development Manager is a well-capitalized private company providing a full scope of real estate services for workforce and student housing. The Development Manager has successfully undertaken housing projects of all sizes across the U.S. and as a result, understands the intricacies of designing and financing projects that meet the unique needs of each partner. The Developer is currently undertaking workforce housing projects in Miami, Florida (consisting of a 7-story mixed use building with 32 beds of dormitory housing on the second floor and 80 residential units on floors 3 through 7) and Telluride, Colorado (consisting of approximately 40 units of attainable housing).

Project Absorption. Units within the Development are expected to be leased as completed, with the first units ready in March of 2027 and the last in December 2027. The Authority's internal proforma for the Development assumes 12 months to achieve full occupancy. The Development Agreement includes a provision for non-performance payments to cover lost revenue if the Development has not achieved substantial completion within 25 months.

The Project Demand Study further estimates annual operating expenses in the 2028 base year to be \$1,695,345 or \$6,728 per rentable unit.

Annexation. The County and the Town have entered into a Pre-Annexation Agreement, dated July 15, 2024 (the “PAA”), whereby the County has agreed to petition for annexation of the Development into the Town within five years of the final certificate of occupancy for the Development or upon mutual agreement of the County and the Town. The Town presently intends to annex the Development and zone the property as a planned unit development pursuant to the Town code. The Town has agreed to provide water and sewer service to the Development regardless of whether the Development is annexed. If annexation does not occur, the County and the Town will continue to operate under the UEA.

The Bonds; Prior Redemption

The Bonds are issued solely as fully registered certificates in the denominations of \$5,000 or any integral multiple thereof. See “THE BONDS – Authorized Denominations.” The Bonds mature and bear interest (calculated based on a 360-day year of twelve 30-day months) as set forth on the cover page hereof. The payment of principal and interest on the Bonds is described in “THE BONDS – Payment of Principal and Interest; Record Date.”

The Bonds are subject to redemption prior to maturity at the option of the Authority and are subject to mandatory sinking fund redemption and extraordinary optional redemption as set forth in the Indenture. See “THE BONDS – Prior Redemption.”

Authority for Issuance

The Bonds are issued in full conformity with the constitution and laws of the State, particularly Title 29, Article 4, Part 5, C.R.S. (the “Act”), Title 29, Article 4, Part 5, C.R.S. (the “Supplemental Act”) and pursuant to the Bond Resolution and the Indenture.

Book-Entry Registration

The Bonds initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), the securities depository for the Bonds. Purchases of the Bonds are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Bonds. See “THE BONDS – Book-Entry Only System” and APPENDIX D.

Tax Status

In the opinion of Taft Stettinius & Hollister LLP, Denver, Colorado, Bond Counsel, interest on the Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds (the “Code”), interest on the Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Code; however, to the extent such interest is included in calculating the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 59(k), respectively, of the Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Code, and interest on the Bonds is excluded from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Bonds as described herein. See “TAX MATTERS” herein.

Professionals

Taft Stettinius & Hollister LLP, Denver, Colorado, is acting as Bond Counsel. The County Attorney represents the Authority. UMB Bank, n.a., Denver, Colorado will act as the trustee, paying agent and registrar for the Bonds (the “Trustee”). Northland Securities, Inc., Denver, Colorado will act as the underwriter for the Bonds (the “Underwriter”). See “UNDERWRITING.”

Continuing Disclosure Undertaking

Pursuant to the requirements of the Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, Section 240.15c2-12) (the “Rule”), the Authority will enter into the Continuing Disclosure Agreement with the Trustee, as dissemination agent, to be dated as of the date of issuance of the Bonds (the “Continuing Disclosure Agreement”), to provide financial information and operating data with respect to the Authority and notices of material events after the Bonds are issued, all for dissemination to the public through the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system. A form of the Continuing Disclosure Agreement setting forth such obligations is attached as “APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT” to this Official Statement.

Delivery Information

The Bonds are offered when, as, and if issued by the Authority and accepted by the Underwriter, subject to: prior sale, the approving legal opinion of Bond Counsel (the form of which is attached hereto as APPENDIX G), and certain other matters. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about March [__], 2025*.

Additional Information

All references herein to the Bond Resolution, the Indenture, and other documents are qualified in their entirety by reference to such documents. Additional information and copies of the documents referred to herein are available from the following sources, as applicable:

Gunnison County Housing Authority
c/o County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230
Telephone: (970) 641-0248

Northland Securities, Inc.
5251 DTC Parkway, Suite 1020
Greenwood Village, Colorado 80111
Telephone: (303) 801-3375

* Preliminary; subject to change.

USES OF PROCEEDS

Construction of the Development

The net proceeds of the Bonds are expected to be used by the Authority to: (i) finance a portion of the costs of acquiring, constructing, and equipping the Development; (ii) funding capitalized interest on the Bonds through June 1, 2027; (iii) funding the Reserve Fund in the amount of the Required Reserve; and (iv) paying for certain costs of issuing the Bonds.

Sources and Uses of Funds

The sources and uses of funds for the Bonds are anticipated to be as follows:

Sources and Uses of Funds

Sources:

Bond Proceeds	
Plus/Less Original Issue Premium/Discount	
TOTAL	

Uses:

Deposit to Project Fund	
Deposit to Bond Fund (capitalized interest)	
Deposit to Reserve Fund	
Costs of issuance, underwriting discount (see "UNDERWRITING") and contingency	
TOTAL	

Source: The Underwriter.

THE BONDS

General Description

The Bonds are general revenue obligations of the Authority payable from the Pledged Revenue as provided in the Indenture. The maturity date and interest rate for the Bonds are set forth on the cover page hereof. For a complete statement of the details and conditions of the Bonds, reference is made to the Indenture, copies of which are available from the Underwriter prior to delivery of the Bonds. Portions of the Indenture are described in “THE BONDS” and “SECURITY FOR THE BONDS.” Capitalized terms not otherwise defined below are defined in APPENDIX E.

Authorized Denominations

The Bonds are being issued in “Authorized Denominations,” defined in the Indenture as, initially, the amount of \$5,000 or any integral multiple thereof.

Payment of Principal and Interest; Record Date

The Indenture provides that the principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the designated office of the Trustee. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee; provided that the Authority shall not be required to incur any expenses in connection with such alternative means of payment.

To the extent principal of any Bond is not paid when due, such principal shall remain Outstanding until paid, subject to the Indenture. To the extent interest on any Bond is not paid when due, such interest shall compound on each Interest Payment Date, at the interest rate then borne by the Bond; provided however, that notwithstanding anything in the Indenture to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law in repayment of the Bonds, including all payments of principal, premium if any, and interest, and all

Bonds will be deemed defeased and no longer Outstanding upon the payment by the Authority of such amount.

Redemption Provisions

Optional Redemption. The optional redemption provisions of the Indenture will be provided in the final Official Statement.

Mandatory Sinking Fund Redemption. The Bonds maturing on June 1, 20__ also are subject to mandatory sinking fund redemption, in part, by lot, on June 1, 20__, and on each June 1 thereafter prior to the maturity date of such Bonds, upon payment of par and accrued interest, without redemption premium, in the annual amounts set forth below:

Year of Redemption (June 1)	<u>Redemption Amount</u>
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*

* final maturity, not a sinking fund redemption

On or before 45 days prior to each sinking fund installment date as set forth above, the Trustee shall select for redemption, by lot in such manner as the Trustee may determine, from the Outstanding Bonds, a principal amount of such Bonds equal to the applicable sinking fund installment. The amount of the applicable sinking fund installment for any particular date shall be reduced by the principal amount of any Bonds which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions shall be applied in such year or years as may be determined by the Authority.

Extraordinary Mandatory Redemption. The Bonds are subject to extraordinary mandatory redemption prior to maturity as a whole or in part at the election of the Authority in accordance with the Damage, Destruction and Condemnation provisions of the Indenture (see “APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND DEED OF TRUST – Damage Destruction and Condemnation”), at a redemption price equal to the principal amount redeemed plus accrued interest thereon to the redemption date.

Redemption Procedure and Notice. If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Trustee shall determine. The Bonds shall be redeemed only in integral multiples of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$5,000. In the event a portion of any Bond is redeemed, the Trustee shall, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first-class mail (postage prepaid) or by electronic means to DTC or its successors, not less than 30 days, in the case of redemptions pursuant to “Optional Redemption” or “Mandatory Sinking Fund Redemption” above, prior to the redemption date to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the Authority by the Trustee; ; provided that so long as the Bonds are held by DTC or any other Depository, such notice may be given by electronic means in lieu of mailed notice. Failure to give such notice by mailing to any Owner or by electronic means to DTC or its successors, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the Authority. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Funds and Accounts

Pursuant to the Indenture, there are created the following funds and accounts, which shall be established, held and maintained by the Trustee in accordance with the provisions of the Indenture: (a) the Project Fund; (b) the Bond Fund; and (c) the Reserve Fund.

Project Fund.

In General. The Project Fund shall be maintained by the Trustee in accordance with the terms of the Indenture.

Disbursements from the Project Fund. So long as no Event of Default shall have occurred and be continuing, the Trustee will disburse funds from the Project Fund in accordance with requisitions in substantially the form set forth in an exhibit to the Indenture (“Project Requisitions”), signed by the Authority Representative or the Chairperson or Vice-Chairperson of the Authority. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith.

Termination of Project Fund. Upon the receipt by the Trustee of a resolution of the Authority determining that all Project Costs have been paid, any balance remaining in the Project Fund shall be credited to the Bond Fund. In addition, upon the Trustee's receipt of written notice of the Authority's determination that the funds in the Project Fund exceed the amount necessary to pay all Project Costs, such excess amount shall be credited to the Bond Fund in the amounts determined by the Authority. The Project Fund shall terminate at such time as no further moneys remain therein.

Event of Default - Upon the occurrence and continuance of an Event of Default, the Trustee will cease disbursing moneys from the Project Fund, but instead shall apply such moneys in the manner provided by in "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE DEED OF TRUST – Remedies on Occurrence of Event of Default – Application of Monies."

Bond Fund. Subject to the receipt of sufficient Pledged Revenue, there shall be credited to the Bond Fund each Bond Year an amount of Pledged Revenue which, when combined with other legally available moneys in the Bond Fund (not including moneys deposited thereto from other funds pursuant to the terms of the Indenture), will be sufficient to pay the principal of, premium if any, and interest on the Bonds which has or will become due in the Bond Year in which the credit is made.

Moneys in the Bond Fund (including any moneys transferred thereto from other funds pursuant to the terms of the Indenture) shall be used by the Trustee solely to pay the principal of, premium if any, and interest on the Bonds, in the following order of priority.

FIRST: to the payment of interest due and payable in connection with the Bonds (including without limitation current interest, accrued but unpaid interest, and interest due as a result of compounding, if any); and

SECOND: to the extent any moneys are remaining in the Bond Fund after the payment of such interest, to the payment of the principal of and premium, if any, on the Bonds, whether due at maturity or upon prior redemption.

In the event that available moneys in the Bond Fund (including any moneys transferred thereto from other funds pursuant to the terms of the Indenture) are insufficient for the payment of the principal of, premium if any, and interest due on the Bonds on any due date, the Trustee shall apply such amounts on such due date as follows:

FIRST: the Trustee shall pay such amounts as are available, proportionally in accordance with the amount of interest due on each Bond; and

SECOND: the Trustee shall apply any remaining amounts to the payment of the principal of and premium, if any, on as many Bonds as can be paid with such remaining amounts, such payments to be in increments of \$5,000 or any integral multiple thereof, plus any premium. Bonds or portions thereof to be redeemed pursuant to such partial payment shall be selected by lot from the Bonds the principal of which is due and owing on the due date.

Moneys credited to the Bond Fund may be invested or deposited as provided in the Indenture.

Reserve Fund. There shall be deposited to the Reserve Fund from the proceeds of the Bonds, an amount equal to the Required Reserve for the Bonds. Moneys in the Reserve Fund shall be used by the Trustee, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on the Bonds. In the event the amounts credited to the Bond Fund are insufficient to pay the principal of, premium if any, or interest on the Bonds when due, the Trustee shall transfer from the Reserve Fund to the Bond Fund an amount which, when combined with moneys in the Bond Fund, will be sufficient to make such payments when due. In the event that moneys in the Bond Fund and the Reserve Fund are together insufficient to make such payments when due, the Trustee will nonetheless transfer all moneys in the Reserve Fund to the Bond Fund.

If at any time the Reserve Fund is drawn upon or valued so that the amount of the Reserve Fund is less than the Required Reserve, then the Trustee shall apply Pledged Revenue to the credit of the Reserve Fund in amounts sufficient to bring the amount credited to the Reserve Fund to the Required Reserve. Such deposits and payments shall be made at the earliest practicable time, but in accordance with and subject to the limitations set forth in the section of the Indenture entitled "Flow of Funds". Investments credited to the Reserve Fund shall be valued on the basis of their current market value, as reasonably determined by the Authority, which value shall be determined at least annually, and any deficiency resulting from such evaluation shall be replenished as aforesaid. The amount credited to the Reserve Fund shall never exceed the amount of the Required Reserve.

Notwithstanding the foregoing, Permitted Refunding Bonds may be secured by the Reserve Fund in the same fashion as the Bonds remaining Outstanding after issuance of such Permitted Refunding Bonds, and if so secured, such Permitted Refunding Bonds shall have a claim upon the Reserve Fund which ranks *pari passu* with the claim of the Bonds remaining Outstanding after issuance of such Permitted Refunding Bonds.

So long as the amount of the Reserve Fund is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Bond Fund; provided that if the amount of the Reserve Fund is less than the Required Reserve, then such interest income shall be credited to the Reserve Fund.

Amounts on deposit in the Reserve Fund on the final maturity date of the Bonds shall be applied to the payment of the Bonds on such date.

Flow of Funds

In the Indenture, the Authority agrees to transfer all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, and in no event later than the 15th day of the calendar month immediately succeeding the calendar month in which such revenue is received by the Authority.

The Authority shall transfer all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, and in no event later than the 15th

day of the calendar month immediately succeeding the calendar month in which such revenue is received by the Authority. To the extent permitted by law, the Trustee shall apply the Pledged Revenue and such other moneys in the following order of priority. For purposes of the following: (i) the priorities established below are intended to create a tiered “waterfall” structure in which no Pledged Revenue flows to a lower priority until all of the higher priorities have been fully funded as provided herein; (ii) when credits to more than one fund, account, or purpose are required at any single priority level, such credits shall rank *pari passu* with each other, and (iii) when credits are required to go to funds or accounts which are not held by the Trustee under the Indenture, the Trustee may rely upon the written instructions of the Authority with respect to the appropriate funds or accounts to which such credits are to be made.

FIRST: To the Trustee, in an amount sufficient to pay the Trustee Fees then due and payable;

SECOND: To the credit of the Bond Fund, the amounts required by “Funds and Accounts – Bond Fund” above, and to the credit of any other similar fund or account established for the current payment of the principal of, premium if any, and interest on any Parity Bonds, the amounts required by the resolution or other enactment authorizing issuance of the Parity Bonds;

THIRD: To the credit of the Reserve Fund the amounts, if any, necessary for the amounts therein to equal the Required Reserve, and to the credit of any reserve fund or similar fund established in connection with any other Parity Bonds to secure the payment of the principal of, premium if any, and interest on such Parity Bonds and fully funded as of the date of issuance of such Parity Bonds, the amounts required by the documents pursuant to which such other Parity Bonds are issued;

FOURTH: To the credit of any other fund or account established for the payment of the principal of, premium if any, and interest on Subordinate Bonds, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the documents pursuant to which the Subordinate Bonds are issued; and;

FIFTH: To the credit of any other fund or account as may be designated by the Authority, to be used for any lawful purpose, any Pledged Revenue remaining after the payments and accumulations set forth above.

Book-Entry Only System

The Bonds will be available only in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond for each maturity, as set forth on the cover page of this Official Statement, in the aggregate principal amount of such maturity coming due thereon, will be registered in the name of Cede & Co., as nominee for DTC. See “APPENDIX D – BOOK-ENTRY ONLY SYSTEM.”

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE

REGISTERED OWNERS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

Neither the Authority nor the Trustee will have any responsibility or obligation to DTC's Direct Participants or Indirect Participants (defined in APPENDIX D), or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, the Indirect Participants or the beneficial owners of the Bonds as further described in APPENDIX D to this Official Statement.

SECURITY FOR THE BONDS

Pledged Revenue

The Bonds are secured by the Pledged Revenue, which is defined in the Indenture as the following: (i) all Net Revenues; (ii) any monies received by the Authority from the County from the Moral Obligation Resolution; (iii) any Impact Fees received by the Authority from the County; and (iv) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

Net Revenues. Net Revenues are defined in the Indenture to mean the Gross Revenues minus the Operation and Maintenance Expenses. Gross Revenues are defined in the Indenture to mean (i) all amounts received by the Authority in connection with its governmental operations, including, without limitation, all lease payments and rental revenue from all housing projects owned and operated from time to time by the Authority except for the Mountain View Project; (ii) any Net Proceeds that the Authority elects to apply to the extraordinary mandatory redemption of the Bonds (see "THE BONDS – Redemption Provisions – Extraordinary Mandatory Redemption;" and (iii) any monies received from the exercise of remedies under the Deed of Trust. Operation and Maintenance Expenses are defined in the Indenture to mean all necessary costs of operating and maintaining the Authority, including but not limited to administrative and general expenses, costs of insurance (including reasonable contributions for self-insurance reserves, if any), consulting and technical services and repairs and replacements (to the extent not properly classifiable as capital costs) and reasonable reserves therefor, but excluding depreciation (or reserves therefor), amortization of intangibles or other bookkeeping entries of a similar nature, and debt service on any Parity Bonds.

The Development is expected to produce Net Revenues sufficient to meet debt all service obligations due on the Bonds. The Authority has three other projects in its housing portfolio, namely the Sawtooth Project, the Elk Valley Project, and the Mountain View Project. Net Revenues derived from the Sawtooth Project and the Elk Valley Project are pledged to the repayment of the Bonds. **No revenues from the Mountain View Project are pledged to the repayment of the Bonds.** The Authority presently anticipates generating Net Revenues from the Sawtooth Project and the Elk Valley Project of approximately \$379,829 annually.

Moral Obligation Resolution. On March 4, 2025, the Board of County Commissioners adopted Resolution No. [_____] (the "Moral Obligation Resolution"), which states, in part, that provided the County is notified by the Trustee of any deficiency in the Reserve Fund on or prior to August 1 of each year, the County Manager shall prepare and submit to the

Board a budget amendment, if necessary, and a related request for an appropriation of a sufficient amount of funds to replenish the Reserve Fund to the Required Reserve by not later than October 15 of such year. The Moral Obligation Resolution further states that it is the present intention and expectation of the Board to budget and appropriate such funds as requested, within the limits of available funds and revenues, but such declaration of intent is not binding upon the Board or any future Board in any future fiscal year of the County. Pursuant to the Moral Obligation Resolution, all sums budgeted and appropriated by the Board for the foregoing purpose shall be transferred by the County to the Trustee for deposit by the Trustee in the Reserve Fund.

Impact Fees. Pursuant to the LUR, the County has implemented and collects a housing linkage fee (referred to herein as the “Impact Fee,” and the collections therefrom being referred to herein as “Impact Fees”) to support “workforce housing,” which generally includes housing for persons who are employed in Gunnison County and whose incomes are characterized as: (i) low income (i.e., annual household income does not exceed 80% of AMI; and (ii) moderate income (i.e., annual household income between 81% and 120% of AMI). The Impact Fee is assessed on additions or remodels to existing residences of more than 500 square feet (with some structure type and income exclusions) and all residential, commercial and industrial construction that requires a building permit in the unincorporated areas of the County.

On November 19, 2024, the Board of County Commissioners adopted Resolution No. 2024-44 (“Resolution No. 2024-44”) directing all Impact Fees collected by the County and all interest earned thereon to be transferred to the Authority to be used for essential housing including costs of administering programs related to essential or affordable housing until the Bonds and any additional debt of the Authority have been paid in full. The County is not, however, obligated by Resolution No. 2024-44 or any other resolution of the County to continue to impose, maintain, or collect any Impact Fees for the payment of the Bonds and the payment of any Impact Fees by the Authority to the County is subject to annual appropriation by the County.

Pursuant to the Indenture, the Authority has pledged all Impact Fees it receives from the County to the payment of the Bonds. The County’s Impact Fee collections for the preceding five fiscal years are set forth in the chart below:

Historical Impact Fee Collections

<u>Year</u>	<u>Amount Collected</u>
2020	\$186,961
2021	383,543
2022	699,863
2023	403,957
2024	455,999

Source: The County.

The Pledged Revenue may or may not be sufficient to pay the principal of and interest on the Bonds. *No representation is made by the Authority or the Underwriter that the Pledged Revenue will be sufficient to pay the principal of and interest on the Bonds. See “RISK FACTORS.”*

Reserve Fund

The Bonds are also secured by amounts in the Reserve Fund, which will be funded on the date of issuance of the Bonds in an amount equal to the Required Reserve of \$[_____]*. See “THE BONDS – Funds and Accounts.” Prior to the issuance of the Bonds, the Board of County Commissioners will adopt a non-binding declaration of intent to budget and appropriate, within the limits of available funds and revenues, any funds necessary to replenish the Reserve Fund to the Required Reserve in the event the Trustee provides notice of any deficiency in the Reserve Fund (the “Moral Obligation Resolution”). The Board of County Commissioners may determine in its sole discretion, but shall never be required, to budget for and make the requested appropriations. All sums budgeted and appropriated by the Board of County Commissioners to replenish the Reserve Fund shall be transferred by the County to the Trustee for deposit by the Trustee in the Reserve Fund. The obligation of the County to replenish the Reserve Fund shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the County, or a pledge of its full faith or credit under the meaning of any constitutional or statutory debt limitation and is subject in all respects to the County’s right of non-appropriation. The Moral Obligation Resolution does not, directly or indirectly, obligate the County to make payments during any fiscal year beyond the fiscal year for which funds have been appropriated by the Board of County Commissioners. Following any event of non-appropriation, the County shall not be obligated to make payment from any source of any amount due in respect of replenishing the Reserve Fund beyond those amounts previously appropriated by the Board of County Commissioners for that purpose, and the County shall not be liable to the Trustee for any remaining amounts due under the Indenture or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Trustee as a result of the exercise by the County of its right of non-appropriation.

Deed of Trust

To secure the payment of the principal of and premium, if any, and interest on the Bonds and performance of the other covenants and agreements of the Authority in the Indenture, the Authority has granted to the Trustee, by way of the Deed of Trust, a first monetary lien on the Authority’s interest in the land and improvements included in the Development, along with the equipment, furniture, fixtures and other articles of property described in the Deed of Trust. The Deed of Trust limits the Authority’s ability to encumber, sell, convey or otherwise transfer its interest in the property subject thereto. See “APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE DEED OF TRUST.” At any time, the value of the property encumbered by the Deed of Trust could be less than the principal amount of the Bonds. A mortgagee policy of title insurance, subject to certain exceptions, will insure the Trustee’s mortgage lien interest in the Authority’s fee interest in the property encumbered by the Deed of Trust.

The security for owners of the Bonds represented by the Deed of Trust may be subject to certain limitations and restrictions. See “RISK FACTORS – Possible Limitations on Remedies and Enforcement of Security Interests.”

* Preliminary; subject to change.

Events of Default and Remedies

Events of Default. The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an “Event of Default” under the Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body), and there shall be no default or Event of Default thereunder except as provided below:

(a) The Authority fails to pay the principal of, premium, if any, or interest on the Bonds when due;

(b) The Authority defaults in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Authority in the Indenture, the Bond Resolution, or the Deed of Trust and fails to remedy the same after notice thereof pursuant to the Indenture; or

(c) The Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

Remedies on Occurrence of Event of Default. Upon the occurrence and continuance of an Event of Default, the Trustee shall have the following rights and remedies which may be pursued:

(a) *Acceleration of Bond Payments.* The Trustee may at its option, by written notice to the Authority, declare an amount equal to the amount of the Bonds then Outstanding, together with an amount equal to the interest accrued thereon, immediately due and payable under the Indenture, and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which have been expressly waived by the Authority.

(b) *Receivership.* Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings, subject however, to constitutional limitations inherent in the sovereignty of the Authority; but notwithstanding the appointment of any receiver or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of the Indenture to, the Trustee.

(c) *Suit for Judgment.* The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Act, the Bonds, the Bond Resolution, the Indenture, the Deed of Trust, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, shall deem appropriate.

(d) *Mandamus or Other Suit.* The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of the Indenture or any rights, powers, or remedies of the Trustee thereunder, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners shall continue unimpaired as before.

If any Event of Default under paragraph (a) of “ – Events of Default” above shall have occurred and if requested by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Owners, subject to the Indenture; provided that the Trustee at its option shall be indemnified as provided in the Indenture.

Rights and Remedies of Owners. No Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder or under the Deed of Trust unless a default has occurred of which the Trustee has been notified as provided in the Indenture, and unless such default shall have become an Event of Default and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers to control proceedings granted in the Indenture or to institute such action, suit, or proceedings in their own name, nor unless they have also offered to the Trustee indemnity as provided in the Indenture, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of the Indenture or the Deed of Trust, or for the appointment of a receiver or for any other remedy under the Indenture or the Deed of Trust; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Indenture by his, her, its, or their action, or to enforce any right thereunder except in the manner therein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner provided in the Indenture or the Deed of Trust and for the equal benefit of the Owners of all Bonds then Outstanding.

Additional Obligations

The Authority shall not create, incur, assume, or suffer to exist any liens or encumbrances upon the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

Any Additional Obligations secured by a lien on Pledged Revenue shall be issued as Permitted Refunding Bonds, Parity Bonds, or Subordinate Obligations. The Authority shall not issue or incur any other Additional Obligations, except as provided below.

Permitted Refunding Bonds - The Authority may issue Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the Authority in its absolute discretion.

Parity Bonds - The Authority may issue additional Parity Bonds if such issuance is consented to by the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding, provided that, with or without such consent, the Authority may issue additional Parity Bonds if each of the following conditions are met as of the date of issuance of such additional Parity Bonds:

(a) No Event of Default has occurred and is continuing, and no amounts of principal or interest on the Bonds or any other Parity Bonds are due but unpaid; provided that if such Event of Default or failure to pay principal or interest will be fully cured upon issuance of the additional Parity Bonds, this condition will be deemed to have been met.

(b) The amount of the Reserve Fund is not less than the Required Reserve.

(c) A separate reserve fund is created for the security of the Parity Bonds in an amount not less than 10% of the issue price of such Parity Bonds or such lesser amount as may be permitted to be used for deposits of the proceeds of tax-exempt obligations to reasonably required reserve or replacement funds under then-existing federal income tax rules and regulations, such separate reserve fund to function in substantially the same fashion as the Reserve Fund for the Bonds, which separate reserve fund shall be fully funded as of the date of issuance of the Parity Bonds from the proceeds of the Parity Bonds or from any other source other than Pledged Revenue, and which may be replenished from Pledged Revenue in accordance with the Indenture.

(d) For the fiscal year following the issuance of the additional Parity Bonds, Pledged Revenue is projected to be at least equal to 1.50x the principal of and interest due on the Bonds and such Additional Parity Bonds in such fiscal year as certified by the County Manager or the County's Chief Financial Officer.

Subordinate Bonds - The Authority may issue Subordinate Bonds if such issuance is consented to by the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding, provided that, with or without such consent, the Authority may issue Subordinate Bonds so long as the Subordinate Bonds are payable as to both principal and interest on an annual basis, on a date in any calendar year which is after the final principal or interest payment date due in that calendar year on the Bonds.

A written certificate by the Chairperson or Vice-Chairperson of the Authority stating that the conditions set forth in the Indenture are met shall conclusively determine the right of the Authority to authorize, issue, sell, and deliver Additional Obligations in accordance therewith.

Nothing in the Indenture shall affect or restrict the right of the Authority to issue or incur obligations that are not Additional Obligations thereunder.

FORWARD-LOOKING STATEMENTS

This Official Statement, including but not limited to Project Demand Study and the Financial Forecast, and the information in “RISK FACTORS” and “INTRODUCTION – The Development,” contains statements relating to future results that are “forward-looking statements.” When used in this Official Statement, the words “estimate,” “intend,” “expect,” “anticipate,” “plan,” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop the forward-looking statement will not be realized and unanticipated events and circumstances will occur. Therefore, it can be expected that there will be differences between forward-looking statements and actual results, and those differences may be material. For a discussion of certain of such risks, see “RISK FACTORS.”

RISK FACTORS

Each prospective purchaser of the Bonds should consider carefully, along with other matters referred to herein, the following risks of investment. The ability of the Authority to meet the debt service requirements of the Bonds is subject to various risks and uncertainties which are discussed throughout this Official Statement. Certain of such investment considerations are set forth below. This section of this Official Statement does not purport to summarize all of the risks. Investors should read this Official Statement in its entirety. *Each prospective purchaser is responsible for assessing the merits and risks of an investment in the Bonds and must be able to bear the economic risk of such investment in the Bonds.*

Security for the Bonds

The Bonds are general revenue obligations of the Authority payable from the Pledged Revenue pledged pursuant to the Indenture. Pledged Revenue is defined in the Indenture as: (i) all Net Revenues; (ii) any monies received by the Authority from the County from the Moral Obligation Resolution; (iii) any Impact Fees received by the Authority from the County; and (iv) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

The primary source of the Pledged Revenue is expected to be Net Revenues generated from the operation of the Development, the Sawtooth Project, and the Elk Valley Project. Additionally, while the County has resolved to transfer all workforce housing Impact Fees collected by the County and all interest earned thereon to the Authority to be used for essential housing, the County is not obligated to impose, maintain, or collect any Impact Fees for payment of the Bonds. Therefore, the Pledged Revenue may or may not be sufficient to pay the principal of and interest on the Bonds. No representation is made by the Authority or the Underwriter that the Pledged Revenue will be sufficient to pay the principal of and interest on the Bonds.

The pledge of Pledged Revenue to the payment of the Bonds is subject to the right of the Authority to issue other obligations to be paid from the Pledged Revenue on a parity of lien with the Bonds in accordance with the Indenture and to pledge any portion of the Pledged Revenues to the payment of subordinate obligations subject to the conditions set forth in the

Indenture. See “SECURITY FOR THE BONDS – Additional Obligations.” Except as contemplated under the Indenture with respect to Pledged Revenue, the Authority will not create, incur, assume, or suffer to exist any liens or encumbrances upon the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds other than the liens created or contemplated by the Indenture. See “APPENDIX E - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND DEED OF TRUST.”

Limitations on Remedies Available to Owners of the Bonds

Possible Limitations on Remedies and Enforcement of Security Interests. While the Bonds are secured pursuant to the Indenture and the Deed of Trust, the practical realization of such security interests (which are perfected only to the extent they may be perfected by recording with the appropriate authorities, filing pursuant to the Colorado Uniform Commercial Code and/or by the Trustee’s possession of certain money and investments) upon any default will depend upon the exercise of various remedies specified by the Indenture and the Deed of Trust. These and other remedies are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional, statutory and judicial law, the remedies specified by the Indenture and the Deed of Trust may not be readily available or may be limited by bankruptcy or by other similar laws affecting creditors’ rights. In addition, in the event of a foreclosure, there can be no assurance that amounts realized from the foreclosure of the Development would be sufficient to pay the debt service on the Bonds.

It is not possible to perfect a security interest in certain revenues pledged to the payment of the Bonds (including cash) prior to the actual possession by the Trustee. In addition, the enforceability of the security interests created under the Indenture in the Pledged Revenue may be subject to subordination or prior claims in certain instances, in addition to bankruptcy. The Authority and the Trustee are not entering into any depository agreement or other contractual arrangement whereby the Trustee will have any claim of possession with respect to the Pledged Revenue prior to the actual deposit of Pledged Revenue with the Trustee.

Bankruptcy, Federal Lien Power and Police Power. The enforceability of the rights and remedies of the Owners of the Bonds and the obligations incurred by the Authority in issuing the Bonds may be subject to the federal bankruptcy code (unless limited as described in the following paragraph), and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; the power of the federal government to impose liens in certain situations, which could result in a lien on the Pledged Revenue, the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings (if available) or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, ruling and decisions affecting remedies by bankruptcy, insolvency, reorganization or other laws of general application affecting the enforcement of creditors' rights, and, with respect to the Authority, by limitations potentially imposed on the basis of public policy.

Revenue Forecasts

A primary source of repayment for the Bonds is the Net Revenues. Although the Authority expects the Net Revenues to be adequate to pay the principal of and interest on the Bonds when due, a number of factors could cause that not to be the case. Forecasted Net Revenues are based upon certain assumptions regarding current and future rent levels and occupancy levels. Although the Authority believes that the assumptions made are prudent and reasonable, various conditions, including but not limited to, rental rates lower than expected, vacancy rates higher than projected, a contraction in business growth, a downturn in the overall economy of the area, inadequate property management, legal limitations on the Authority's ability to terminate tenancies or collect or raise rents, expenses higher than projected, or a significant number of new competing multifamily units built in the area of the Development could cause actual rent and occupancy levels to be less favorable than current Authority projections. As a result, future Net Revenues may vary from these projections and could vary materially. [Compare to forecast upon receipt.]

Development Not Assured

There is no assurance that all or any portion of the Development will be completed as currently planned by the Authority. Impediments to completion of the Development as currently planned include the ability of the Authority to develop and lease the property, the overall local and national economies, construction costs, competition from other developments, and other political, legal and economic conditions. Neither the Authority nor the Underwriter can make any representation regarding the viability of the Development. See "INTRODUCTION – The Development."

No investigation has been conducted as to the financial or managerial resources of the Authority or its ability to complete the construction or the lease and management of the Development.

Competition With Other Developments

The Development is expected to compete with other residential developments in the area. The impact of this competition on the success of the Development cannot be assessed at the present time because future demand cannot be predicted with accuracy and the factors influencing the success of each development are speculative. See "APPENDIX A – HOUSING NEEDS ASSESSMENT," "APPENDIX B – PROJECT DEMAND STUD," and "APPENDIX C – THIRD-PARTY REVIEW."

Fire Risks, Climate Change, and Other Potential Disasters

In recent years, the State has experienced numerous significant wildfires. According to the National Interagency Fire Center, in 2022 more than 45,000 acres were burned by wildfires throughout the State. According to the Colorado Department of Public Safety, the three largest fires (measured by acreage) in State history occurred in 2020. Recent destructive fires include the Black Forest Fire in El Paso County in 2013, in which approximately 14,000 acres were burned and nearly 500 homes were destroyed. On December 30, 2021, the Marshall Fire burned approximately 6,000 acres and destroyed over 1,000 homes and businesses, making it the most destructive fire in State history.

The fires have been attributed to, among other things, severe weather conditions such as drought, high winds and rising temperatures. Experts state that the State will continue to be subject to wildfire conditions in the future as a result of changing weather patterns due to climate change. Climate change may cause additional extreme weather events such as drought, floods and heat waves, which may impact the value of property subject to the Deed of Trust and/or the development of the property by the Authority. No assurances can be given as to whether any future wildfire will impact any portion of the Development.

In the event a fire or other natural or man-made disaster destroys all or any portion of the Development, the Pledged Revenue could be materially negatively impacted. While the Authority has covenanted to maintain casualty insurance in the Indenture, the insurance coverage for damage to or destruction of the Development may not adequately reimburse the income loss or total cost of reconstruction in the event of a casualty. Also, a particular loss may be excluded from coverage. Destruction of property within the Development may result in the remaining income being inadequate to make debt service payments on the Bonds. The Net Proceeds derived from a casualty event may be insufficient to repair and restore the Development or fund an extraordinary redemption of the Bonds as required by the Indenture. There is no assurance that the Authority will elect to rebuild damaged or destroyed property or, if they do, the timeframe in which they will rebuild.

Risk of Internal Revenue Service Audit

The Internal Revenue Service (the “Service”) has a program of auditing tax-exempt bonds which can include those issued by special purpose governmental units, such as the Authority, for the purpose of determining whether the Service agrees: (a) with the determination of Bond Counsel that interest on the Bonds is tax-exempt for federal income tax purposes or (b) that the Authority is in or remains in compliance with Service regulations and rulings applicable to governmental bonds such as the Bonds. The commencement of an audit of the Bonds could adversely affect the market value and liquidity of the Bonds, regardless of the final outcome. An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could adversely impact the secondary market, if any, for the Bonds, and, if a secondary market exists, would also be expected to adversely impact the price at which the Bonds can be sold. The Indenture does not provide for any adjustment to the interest rates borne by the Bonds in the event of a change in the tax-exempt status of the Bonds. If the Service audits the Bonds, under current audit procedures the Service will treat the Authority as the taxpayer during the initial stage of the audit, and the owners of the Bonds will have limited rights to participate in such procedures. There

can be no assurance that the Authority will have revenues available to contest an adverse determination by the Service. No transaction participant, including none of the Authority, the Underwriter or Bond Counsel is obligated to pay or reimburse an owner of any Bond for audit or litigation costs in connection with any legal action, by the Service or otherwise, relating to the Bonds.

There can be no assurance that an audit by the Service of the Bonds will not be commenced. However, the Authority has no reason to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service position, regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of, the Bonds. See also "TAX MATTERS" herein.

Future Changes in Law

General. Various State laws, constitutional provisions and federal laws and regulations apply to the obligations created by the issuance of the Bonds and various agreements described herein. There can be no assurance that there will not be any change in, interpretation of, or addition to the applicable provisions, laws and regulations, which would have a material effect, directly or indirectly, on the affairs of the Authority. See "LEGAL MATTERS – Certain Constitutional Limitations."

Federal and State Tax Law. From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Landlord Tenant Laws. In recent years, local and State laws have been enacted to provide greater protections to residential tenants. Additional proposals have been discussed that could create further changes in the operation of residential rental properties. At this time it is not possible to determine what, if any, proposals may become law and what effect such proposals may have on the ability of the Authority to make debt service payments on the Bonds.

Purchasers of the Bonds should consult their tax advisors regarding any potential, proposed or pending legislation, regulatory initiatives or litigation.

Legal Constraints on Authority Operations

The Authority is formed pursuant to statute and exercises only limited powers. Various State laws and constitutional provisions govern the assessment and collection of general ad valorem property taxes, limit revenues and spending of the State and local governments and limit rates, fees and charges imposed by such entities, including the Authority. There can be no assurance that the application of such provisions, or the adoption of new provisions, will not have a material adverse effect on the affairs of the Authority. See “LEGAL MATTERS – Certain Constitutional Limitations.”

Further, as a public body corporate and politic of the State, the Authority is subject to a variety of obligations, requirements, and limitations including, without limitation, requirements to pay prevailing wages for certain public works. Changes in these requirements, or in the application or interpretation of these requirements as applicable to housing authorities, could affect future availability of Pledged Revenue to pay debt service on the Bonds.

Environmental Matters

Under the federal Comprehensive Environmental Response, Compensation and Liability Act and under comparable State law, a secured party that takes a deed in lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or operates a mortgaged property may become liable in certain circumstances for the cost of remedial action (“Remedial Action Costs”) if hazardous waste or hazardous substances have been released or disposed of on the property. Such Remedial Action Costs could subject all or a portion of the Development to a lien and reduce or eliminate the amounts otherwise available to pay the Owners of the Bonds if such Remedial Action Costs were incurred.

Cyber Security

The Authority relies on technology to conduct its operations. A cybersecurity breach could damage Authority systems and cause material disruption to operations and services, which could affect the availability of Pledged Revenue, and could also expose the Authority to civil liability due to release of personal identifying information or other sensitive data. The cost to remedy such damage or protect against future attacks could be substantial. Security breaches could expose the Authority to litigation and other legal risks, which could cause the Authority to incur costs related to legal or regulatory claims.

Infectious Disease Outbreak

Without limiting the generality of the foregoing, an outbreak of a highly contagious, epidemic or pandemic infectious disease such as COVID-19, Zika or Ebola nationally or locally in the Development’s market area could adversely affect the operations or financial condition of the Authority, including the cost or length of time necessary to complete the construction of the Development and also could potentially affect the general revenues of the Authority.

Secondary Market for the Bonds

It has been the practice of the Underwriter to maintain a secondary market in municipal securities it sells, and the Underwriter currently intends to engage in secondary market trading of the Bonds, subject to applicable securities laws. The Underwriter, however, is not obligated to engage in secondary trading or to repurchase any of the Bonds at the request of the Owners thereof. Because of general market conditions or because of adverse history or economic prospects connected with a particular issue or issuer, secondary marketing activity in connection with a particular issue may be suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price. THERE CAN BE NO GUARANTEE THAT THERE WILL BE A SECONDARY MARKET FOR THE BONDS, OR IF A SECONDARY MARKET EXISTS, THAT THE BONDS CAN BE SOLD FOR ANY PARTICULAR PRICE. Prospective purchasers of the Bonds should therefore be prepared, if necessary, to hold their Bonds to maturity or prior redemption, if any.

Each prospective investor is urged to consult with its own legal, tax and financial advisors to determine whether an investment in the Bonds is appropriate in light of its individual legal, tax and financial situation.

DEBT SERVICE REQUIREMENTS ON THE BONDS

Set forth in the following chart are the debt service requirements for the Bonds.

Debt Service Requirements on the Bonds^{*(1)}

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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TOTAL ⁽²⁾	_____	_____	_____
	\$		

(1) Includes the payment of interest on June 1 and December 1 of each year, commencing June 1, 2025, and the payment of principal on June 1 of each year indicated. Assumes no optional redemptions occur.

(2) Due to rounding, amounts may not total.

Source: The Underwriter.

* Preliminary; subject to change.

THE AUTHORITY

The Board of County Commissioners authorized the creation of the Authority pursuant to Resolution Nos 1979-33 and 1979-34 and in accordance with the Constitution and Article 29, Section 4, Part 5, Colorado Revised Statutes (the “Act”) in order to provide housing facilities for agricultural and other low-income workers and their families. The current and operating form of the Authority was formed by the on August 17, 1982. The Authority is permitted to own, lease, construct, finance, restore or rehabilitate, operate or rent any housing project or lands, buildings, structures or facilities incorporated as part of any housing project, to borrow money using bonds, notes or other obligations and to do all things necessary to accomplish its objectives.

Governing Body and Senior Staff

The Board. Pursuant to the Act, the members of the Board of County Commissioners have been appointed as members of the Authority Board. The terms of office for the County Commissioners are coterminous with their terms of office on the Board. The Board is responsible for setting policies for the Authority, for overseeing the Authority’s administration, management, operations, maintenance, development of public housing, and for appointing the Executive Secretary of the Authority, who administers the Authority’s programs and supervises its staff. There are two Board officers consisting of a Chairperson and a Vice-Chairperson, both of which are selected by the other members of the Board. The current Executive Secretary of the Authority is Matthew Birnie, who also serves as the County Manager

Senior Staff

Matthew Birnie, County Manager. Mr. Matthew Birnie has served as the County’s Manager since March 2007. Prior to joining the County, Mr. Birnie served as the County Administrative Officer for Jefferson County, Oregon (July 2004 to February 2007), as the Community Justice Director for Jefferson County, Oregon (May 2001 to September 2005), as the Work Services Program Coordinator for Linn County, Oregon (January 1997 to April 2001), and in private enterprise.

Mr. Birnie holds a Master of Science in Correctional Administration from Western Oregon University and Bachelor of Science Degree in Political Science from Willamette University in Salem, Oregon. Mr. Birnie also completed coursework in the Doctoral program for Public Administration and Policy at Portland State University from January 2003 through December 2004. Mr. Birnie has been actively involved in boards and activities, both in the County and in Oregon, including membership in the International City/County Management Association, the National Association of County Administrators, the Association of Colorado County Administrators, the Colorado City and County Management Association, and the Colorado 7th Judicial District Community Corrections Board. Mr. Birnie served as Vice President of the Association of Colorado County Administrators and the President of the Colorado City and County Management Association. Mr. Birnie has also won numerous awards, including the Criminal Justice Leader of the Year (2004) by the Oregon Criminal Justice Association, the National Volunteer Award (2005) by the Bureau of Land Management, the Governor’s Livability Award (2000) by the Oregon Governor’s Office, Cooperator of the Year (2000) by the Linn County Soil

and Water Conservation District, and the Administrator of the Year award from the Association of Colorado County Administrators (2011). Additionally, under his leadership, the County was awarded the prestigious Certificate of Excellence in Performance Management from the International City/County Management Association in 2018, 2019, 2020 and 2021 (ICMA suspended this recognition program after the 2021 award). ICMA also awarded the County with Voice of the People awards for Excellence in Mobility (2014, 2020) and Transformation in Built Environment (2014). In 2022, the County received its first ever Triple Crown designation from the Government Finance Officers Association (GFOA).

Matthew Hoyt, County Attorney. Mr. Hoyt joined the County as the Deputy County Attorney in early 2018, and became County Attorney in January 2021. He attended law school at the University of North Carolina at Chapel Hill, and previously obtained his degree (with honors) in journalism from the University of North Carolina. Mr. Hoyt began his career at the New Mexico law firm of Modrall, Sperling, Roehl Harris, & Sisk, where he practiced oil and gas litigation, environmental law, and tort litigation. He then joined the administration of New Mexico Governor Gary Johnson, where he served as assistant general counsel and general counsel during Governor Johnson's second term in office. At the end of the Johnson Administration, Mr. Hoyt was hired as the general counsel to the New Mexico State Land Office, heading that agency's legal department. After serving the Land Office and New Mexico Land Commissioner Patrick Lyons, Mr. Hoyt returned to private practice with the boutique law firm of Peifer, Hanson, & Mullins, becoming a partner at the firm in 2008. During his tenure at Peifer law firm, Mr. Hoyt was lead or managing counsel on a series of high-profile litigation matters, including New Mexico's 2001 redistricting litigation (representing the New Mexico Lieutenant Governor), public records and access-to-courts litigation against a number of state and local agencies (representing the Albuquerque Journal, the Albuquerque Tribune, the Santa Fe New Mexican, KOAT television news, the Rio Grande Sun, and other press outlets) that resulted in a number of published decisions, representation of New Mexico gubernatorial candidate Steve Pearce in election litigation against the New Mexico Attorney General and the Secretary of State. In addition, he helped successfully prosecute multi-million-dollar class actions against major natural gas producers (including British Petroleum and ConocoPhillips).

Mr. Hoyt has achieved the highest peer review rating - AV - from Martindale Hubbell and has been consistently listed in Best Lawyers in America®. Mr. Hoyt was also part of a team of lawyers in his previous firm that was recognized by U.S. News and World Report as one of the best law firms in the United States. Mr. Hoyt has also received an award for his work in open government law, and previously served on the Uniform Civil Jury Instructions Committee for the New Mexico Supreme Court. During his time with the County, Mr. Hoyt has represented the County in a series of federal and state litigation matters, as well as transaction and administrative matters running the gamut of land use, taxation, child welfare, adult protection, aviation law, oil and gas law, law enforcement and prison law, environmental law, and many other areas of practice. He currently serves on the Seventh Judicial District Judicial Performance Committee, and also frequently teaches courses to new county commissioners and staff at seminars presented by Colorado Counties Inc.

Mr. Hoyt is licensed to practice before the United States Supreme Court (in which he appeared on behalf of amicus curiae in litigation regarding school choice in the early 2000s), the Tenth Circuit, the federal District of Colorado, the federal District of New Mexico, Colorado,

and New Mexico.

Ana Canada, County Finance Director. Ms. Canada is the Finance Director for the County. She has been with the County since February 2024 as the Deputy CFO and Finance Director as of January 1, 2025. She brings two decades of financial experience in local government working for various cities in Texas and Colorado in various leadership roles. She has a bachelor's degree in accounting and a master's degree in business administration. Some of her more recent undertakings have been to go through a successful ERP implementation at the City of Decatur, TX to replace a legacy Finance software. She has collaborated with the City Manager, leadership, bond counsel, and financial advisor in a \$31M bond issuance of Certificates of Participation to build a new Police Department, enhancements to water and sewer plant infrastructure, and parks and library improvements in 2024. She also assisted in the issuance of a \$8M Sales Tax Revenue bond for the Economic Development corporation in Texas for the purchase of 307 acres of land to meet commercial and industrial businesses rapid growth in early 2024.

John Cattles, Assistant County Manager for Sustainable Operations. Mr. Cattles has 25 years' experience in construction and project management. Mr. Cattles role at the County and for the Authority includes acting as project manager and owner's representative on a variety of projects and project types including the construction and renovation of public buildings, including a Courthouse, Health and Human Services, an Airport Terminal, and 58 multi-family housing units, all of which were completed on budget and on time. Mr. Cattles is also responsible for operating County and Authority owned properties. Under Mr. Cattles leadership deferred maintenance on existing buildings has been nearly eliminated and operations expenses have been reduced by as much as 60% on some properties. Before working at the County, Mr. Cattles owned and operated a General Contracting business which completed projects on a design/ build basis. John's role was as the architectural designer and project manager. Mr. Cattles has a B.S. in Architecture and an M.A. in Public Administration.

Cathie Pagano, Assistant County Manager for Community and Economic Development. Ms. Pagano has been the Assistant County Manager for Community and Economic Development since 2022 and prior to that was the Director of Community and Economic Development for six years. She brings decades of experience in land use entitlement review and processing, community outreach and engagement, land use policy, and housing development.

Financial Management

The Authority is not obligated to make the principal and interest payments on the Bonds from any source except the Pledged Revenue. Accordingly, although general information about the Authority's financial management is discussed below, investors should be aware that no Authority funds, other than the Pledged Revenue, have been pledged to pay debt service on the Bonds.

Programs

The Authority acts as the developer of public housing projects throughout the County. The Sawtooth Project, the Elk Valley Project and the Mountain View Project represent its current portfolio. See "INTRODUCTION – The Authority."

Insurance Coverage

The Board acts to protect the Authority against loss and liability by maintaining certain insurance coverage. The Authority maintains insurance through CTSI which provides general liability, auto/property liability, public officials' liability and workers' compensation insurance coverage as an alternative to the traditional insurance market. The Authority has a policy covering general liability, public officials' liability, non-owned auto liability, hired auto physical damage, pollution, crime, and certain other matters in amounts deemed appropriate by the Board. The Authority's current policy expires on December 31, 2025.

AUTHORITY FINANCIAL INFORMATION

Budget Process

General. The Authority is required to adopt an annual budget by the “Local Government Budget Law of Colorado.” This budget must set forth all proposed expenditures for the administration, operation, and maintenance of all offices, departments, boards, commissions, and institutions of the Authority and be presented to the Authority by October 15. The budget must be balanced or show a revenue surplus considering fund balances and revenue streams. The Board is to publish notice that the budget has been received and is available for inspection by the public. Prior to adoption, any elector of the County may file or register an objection to the proposed budget. After the public hearing and prior to December 31, the Board must enact an adopting resolution to approve the total budget and departmental expenditures.

Before January 1, the Board must enact a resolution making appropriations for the ensuing Fiscal Year in accordance with, and in no case in excess of, the amounts fixed for each expenditure in the budget. No contract may be made by the Board and no liability against the County during the budget process can be created by any County officer unless an appropriation has been made. A certified copy of the annual budget and all supplemental budget resolutions must be filed with the Department of Local Affairs, Division of Local Government. Budget year and future year lease purchase obligations must be reported annually to the public and to the Division of Local Government.

Financial Statements

Under the Colorado Local Government Audit Law, Section 29-1-601, C.R.S., et seq. (the “Audit Law”), the Board is required to cause to be made an annual audit of the financial statements of the Authority, unless exempt. The Authority is statutorily exempt from this requirement if its annual revenues or expenditures are below a certain level. The Audit Law provides that any local government where neither revenues nor expenditures exceed \$100,000 in any fiscal year may, with the approval of the State auditor after the completion of an application for exemption by a person skilled in governmental accounting, be exempt from the audit requirement. The Audit Law also provides that any local government where revenues or expenditures for any fiscal year are at least \$100,000 but not more than \$750,000 may, with the approval of the State auditor after the completion of an application for exemption by an independent accountant with knowledge of governmental accounting, be exempt from the audit requirement.

Pursuant to the Indenture, at least once a year the Authority will cause an audit to be performed of the records relating to its revenues and expenditures, and the Authority shall use its best commercially reasonable efforts to have such audit report completed no later than September 30 of the calendar year after the calendar year which is the subject of such audit. The foregoing covenant shall apply notwithstanding any state law audit exemptions that may exist. The Authority has been subject to an audit exemption in each of the last three years.

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in the County. It is intended only to provide prospective investors with general information regarding the Authority’s community. The information was obtained from the sources indicated and is limited to the time periods indicated. The Authority makes no representation as to the accuracy or completeness of data obtained from parties other than the Authority. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future.

Population and Age Distribution

Population. The following table sets forth a history of the populations of Gunnison County and the State.

Year	<u>Population</u>			
	Gunnison County	Percent Change	Colorado	Percent Change
1970	7,578	--	2,209,596	--
1980	10,689	41.1%	2,889,735	30.8%
1990	10,273	(3.9)	3,294,394	14.0
2000	13,956	35.9	4,301,261	30.6
2010	15,309	9.7	5,029,196	16.9
2020	16,947	10.7	5,773,714	14.8
2021	17,290	2.0	5,811,026	0.6
2022	17,312	0.1	5,840,234	0.5
2023	17,321	0.1	5,876,300	0.6

Source: U.S. Census Bureau (1970-2020), and Colorado State Demography Office (2022-2023 estimates – subject to change).

Age Distribution. The following table sets forth a projected comparative age distribution profile for Gunnison County, the State and the nation on January 1, 2025.

Age Distribution Projections

Age	Percent of Population		
	Gunnison County	Colorado	United States
0-17	15.7%	20.1%	21.0%
18-24	15.6	9.5	9.6
25-34	5.9	14.9	13.2
35-44	14.1	14.7	13.2
45-54	14.2	12.4	12.1
55-64	12.7	11.5	12.3
65-74	10.3	10.0	10.6
75 and Older	5.9	6.8	7.9

Source: @Claritas, LLC 2025.

Income

The following table sets forth annual per capita personal income levels for Gunnison County, the State and the nation. Per capita personal income levels in Gunnison County have consistently been lower than personal income levels in the State and the nation during the period shown.

Per Capita Personal Income

Year ⁽¹⁾	Gunnison County	Colorado	United States
2019	51,239	\$61,276	\$55,566
2020	55,730	64,693	59,123
2021	61,661	71,706	64,460
2022	65,783	76,674	66,244
2023	70,391	80,068	69,810

⁽¹⁾ Figures posted November, 2024. All figures are subject to periodic revisions.

Source: United States Department of Commerce, Bureau of Economic Analysis.

The following two tables reflect the Median Household Effective Buying Income (“EBI”), and also the percentage of households by EBI groups. EBI is defined as “money income” (defined below) less personal tax and nontax payments. “Money income” is defined as the aggregate of wages and salaries, net farm and nonfarm self-employment income, interest, dividends, net rental and royalty income, Social Security and railroad retirement income, other retirement and disability income, public assistance income, unemployment compensation, Veterans Administration payments, alimony and child support, military family allotments, net winnings from gambling, and other periodic income. Deductions are made for personal income taxes (federal, state and local), personal contributions to social insurance (Social Security and federal retirement payroll deductions), and taxes on owner-occupied nonbusiness real estate. The resulting figure is known as “disposable” or “after-tax” income.

Median Household Effective Buying Income Estimates⁽¹⁾

Year ⁽²⁾	Gunnison County	Colorado	United States
2022	57,774	73,494	63,680
2023	62,759	74,827	64,600
2024	67,296	77,298	67,310
2025	73,732	81,799	69,245

- (1) The difference between consecutive years is not an estimate of change from one year to the next; combinations of data are used each year to identify the estimated mean of income from which the median is computed.
 (2) Annual estimates are snapshots of effective buying income beginning January 1 of reported year.

Source: @Claritas, LLC 2025.

Percent of Households by Effective Buying Income Groups – 2025 Estimates

Effective Buying Income Group	Gunnison County Households	Colorado Households	United States Households
Less than \$24,999	10.4	11.0%	14.9%
\$25,000 - 49,999	22.1	17.4	20.5
\$50,000 - 74,999	18.3	17.2	18.5
\$75,000 - 99,999	15.7	15.5	14.6
\$100,000 - 124,999	10.7	11.9	10.3
\$125,000 - 149,999	6.7	7.5	6.3
\$150,000 - 199,999	7.4	8.5	6.4
\$200,000 or More	8.7	11.1	8.4

Source: @Claritas, LLC 2025.

Employment

The following table presents information on employment within Gunnison County, the State and the nation, for the time period indicated.

Labor Force and Percent Unemployed

Year	Gunnison County ⁽¹⁾		Colorado ⁽¹⁾		United States ⁽¹⁾
	Labor Force	Percent Unemployed	Labor Force	Percent Unemployed	Percent Unemployed
2019	11,371	2.1%	3,105,584	2.7	3.7
2020	11,277	6.2	3,088,995	6.8	8.1
2021	11,177	4.0	3,158,144	5.4	5.3
2022	11,316	2.5	3,200,625	3.0	3.6
2023	11,419	2.6	3,230,482	3.2	3.6
<u>Month of November</u>					
2023	11,239	3.0%	3,255,625	3.2%	3.7%
2024	11,203	4.2	3,248,650	4.5	4.2

(1) Figures are not seasonally adjusted.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Colorado Areas Labor Force Data; and U.S. Bureau of Labor Statistics.

The following table sets forth the number of individuals employed in selected industries in Gunnison County covered by unemployment insurance. The largest employment sector in Gunnison County in 2023 was government (comprising approximately 30.3% of the county's work force), followed, in order, accommodation and food services; retail trades; construction; arts, entertainment and recreation. For the 12-month period ended December 31, 2023, total average employment in the County increased 2.6% as compared to the same 12-month period ending December 31, 2022, and average total weekly wages increased 4.5% during the same time period.

Average Number of Employees Within Selected Industries – Gunnison County

Industry	2019	2020	2021	2022	2023	2024 ⁽¹⁾
Agriculture, Forestry, Fishing, Hunting	82	81	86	69	58	57
Mining	n/a ⁽²⁾	n/a ⁽²⁾	n/a ⁽²⁾	n/a ⁽²⁾	n/a ⁽²⁾	n/a ⁽²⁾
Utilities	58	59	58	57	57	61
Construction	750	771	839	857	916	1,017
Manufacturing	142	167	187	187	189	202
Wholesale Trade	47	43	52	58	55	55
Retail Trade	1,036	1,001	1,035	1,075	1,073	1,021
Transportation & Warehousing	135	157	158	171	200	216
Information	86	82	67	64	58	60
Finance & Insurance	142	138	130	133	129	125
Real Estate, Rental & Leasing	271	259	288	310	325	283
Professional & Technical Services	372	385	407	446	475	459
Management of Companies/Enterprises	4	5	12	19	16	15
Administrative & Waste Services	233	253	276	279	294	327
Educational Services	61	57	77	96	87	78
Health Care & Social Assistance	317	322	378	384	403	415
Arts, Entertainment & Recreation	782	644	747	764	802	758
Accommodation & Food Services	1,531	1,238	1,396	1,416	1,426	1,709
Other Services	199	170	190	233	252	316
Non-classifiable	n/a ⁽²⁾	0	n/a ⁽²⁾	2	1	1
Government	<u>2,069</u>	<u>2,083</u>	<u>2,139</u>	<u>2,918</u>	<u>2,966</u>	<u>3,009</u>
Total ⁽³⁾	<u>8,714</u>	<u>7,834</u>	<u>8,522</u>	<u>9,538</u>	<u>9,782</u>	<u>10,127</u>

⁽¹⁾ Averaged figures for 2nd quarter 2024.

⁽²⁾ Due to confidentiality, figures were not released.

⁽³⁾ Figures may not equal totals when added, due to the rounding of averages and inclusion of numbers not listed due to confidentiality.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

Major Employers

The following table sets forth a brief description of selected major employers located in the County. No independent investigation has been made regarding these major employers. Therefore, there can be no representation as to whether or not such employers will retain their status as major employers in the County.

Largest Employers in Gunnison County⁽¹⁾

<u>Employer</u>	<u>Industry</u>	<u>Employee Count⁽²⁾</u>
Arch Coal, Inc. (West Elk Mine)	Mining	250-499
Crested Butte Mountain Resort	Resorts	250-499
Gunnison County	Government	100-249
Gunnison Middle School	Schools	100-249
Gunnison National Forest	Government	100-249
Gunnison Valley health	Healthcare	100-249
Three Rivers Resort/Outfitting	Guide Service	100-249
Western Colorado University	Schools	100-249
City of Gunnison	Government	50-99
City Market	Retail	50-99

⁽¹⁾ For the year-ended 2023.

⁽²⁾ Employee counts are rounded to the nearest 50 employees; total employed in Gunnison County was 11,177 during period.

Source: Gunnison County Finance Department; Gunnison County Comprehensive Financial Report December, 2023.

Retail Sales

Annual retail sales figures for Gunnison County and the State are set forth below.

Retail Sales⁽¹⁾
(in thousands)

<u>Year</u>	<u>Gunnison County</u>	<u>Percent Change</u>	<u>Colorado</u>	<u>Percent Change</u>
2019	727,689	--	\$224,618,938	--
2020	724,669	(0.4)%	228,812,220	1.9%
2021	919,476	26.9	268,328,759	17.3
2022	1,276,102	38.8	299,923,778	11.8
2023	1,188,556	(6.9)	302,570,432	0.9
2024 ⁽¹⁾	896,201	--	226,515,060	--

⁽¹⁾ As of September, 2024.

Source: State of Colorado, Department of Revenue, Retail Sales Report, 2019-2024.

Current Construction

The following two tables provide a history of building permits issued in the unincorporated portion of the County and in the City.

Building Permits Issued in Unincorporated Gunnison County

<u>Year</u>	<u>Residential Permits</u>	<u>Commercial Permits (new)</u>	<u>Total Permits</u>	<u>Valuation</u>
2019	71	11	197	31,828,075
2020	67	8	168	28,711,187
2021	121	10	229	57,445,762
2022	78	18	204	98,530,631
2023	52	10	161	93,330,099
2024 ⁽¹⁾	53	5	141	112,758,941

(1) Permits issued through November, 2024.

Source: Gunnison County Community Development Department.

Building Permits Issued in City of Gunnison

<u>Year</u>	<u>New Residential</u>		<u>New Commercial</u>		<u>Total</u>	<u>Total</u>
	<u>Permits</u>	<u>Value</u>	<u>Permits</u>	<u>Value</u>	<u>Permits</u>	<u>Valuation</u>
2019	50	\$9,673,45	7	\$2,462,532	112	\$13,298,175
2020	28	11,230,215	4	718,185	75	13,500,584
2021	17	7,837,338	5	12,486,554	45	45,038,007
2022	24	9,893,892	3	3,010,931	51	13,547,458
2023	27	11,328,284	4	4,853,935	64	20,209,583

Source: City of Gunnison Building Department.

Foreclosure Activity

The following table sets forth the number of foreclosures filed in Gunnison County during the time period shown. Such information only represents the number of foreclosures filed and does not take into account foreclosures which were filed and subsequently redeemed or withdrawn.

History of Foreclosure Filings – Gunnison County

<u>Year</u>	<u>Number of Foreclosures Filed</u>
2019	10
2020	4
2021	0
2022	6
2023	7
2024 ⁽²⁾	4

⁽¹⁾ The Colorado Division of Housing has advised that, due to a variety of legal restrictions and voluntary decisions by lenders related primarily to COVID-19, the 2020-21 data for foreclosure activity may not accurately reflect the foreclosure activity that would have occurred during 2020-21 absent those restrictions and decisions.

⁽²⁾ Filings as of December 20, 2024, which compares to a total of 7 filings in the same period in 2023.

Source: Gunnison County Public Trustee Office.

TAX MATTERS

In the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein, interest on the Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds (the “Code”), interest on the Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Code; however, to the extent such interest is included in calculating the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 59(k), respectively, of the Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Code, and interest on the Bonds is excluded from Colorado taxable income and Colorado alternative minimum taxable income under Colorado income tax laws in effect on the date of delivery of the Bonds as described herein

The Tax Code imposes several requirements which must be met with respect to the Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income to the extent described above. Certain of these requirements must be met on a continuous basis throughout the term of the Bonds. These requirements include: (a) limitations as to the use of proceeds of the Bonds and as to the use of the facilities financed thereby; (b) limitations on the extent to which proceeds of the Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Bonds above the yield on the Bonds to be paid to the United States Treasury. The Authority will covenant and represent in the Indenture that it will take all steps to comply with the requirements of the Tax Code (in effect on the date of delivery of the Bonds) to the extent necessary to maintain the exclusion of interest on the Bonds from gross income and alternative minimum taxable income under such federal income tax laws. Bond Counsel’s opinion as to the exclusion of interest on the Bonds from gross income and alternative minimum taxable income is rendered in reliance on these covenants and assumes continuous compliance therewith. The failure or inability of the Authority to comply with these requirements could cause the interest on the Bonds to be included in gross income or in alternative minimum taxable income, or a combination thereof, from the date of issuance. Bond Counsel’s opinion is also rendered in reliance upon certifications of the Authority and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 15% alternative minimum tax on the “adjusted financial statement income” of “applicable corporations” (as those terms are defined in Sections 56A and 59(k), respectively, of the Tax Code). “Applicable corporations” are generally corporations with average annual adjusted financial statement income over a three-year period of \$1 billion or more. “Adjusted financial statement income” generally means the net income or loss of a corporation (including interest on the Bonds) as set forth on the corporation’s applicable financial statement, adjusted as provided in Section 56A of the Tax Code. Corporations should consult their tax advisors about whether the corporation is an “applicable corporation” and if the corporation is such an applicable corporation, about the calculation of “adjusted financial statement income” and the alternative minimum tax for the corporation.

The Tax Code contains numerous provisions which may affect an investor’s decision to purchase the Bonds. Owners of the Bonds should be aware that the ownership of tax-

exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain “subchapter S” corporations may result in adverse federal tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Bonds made to any Owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the Owner underreports “reportable payments” (including interest and dividends) as defined in Section 3406 or fails to provide a certificate that the Owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. Certain of the Bonds may be sold at a premium, representing a difference between the original offering price of those Bonds and the principal amount thereof payable at maturity. Under certain circumstances, an initial owner of such bonds may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner’s acquisition cost. Bond Counsel’s opinion relates only to the exclusion of interest (and, to the extent described above for the Discount Bonds, original issue discount) on the Bonds from gross income and alternative minimum taxable income, will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on or ownership of the Bonds. Owners of the Bonds should consult their own tax advisors as to the applicability of these consequences.

The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, the market value of the Bonds may be adversely affected. Under current audit procedures the Service will treat the Authority as the taxpayer and the Owners may have no right to participate in such procedure. The Authority has covenanted in the Indenture not to take any action that would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income for the Owners thereof for federal income tax purposes. None of the Authority, the Underwriter or Bond Counsel is responsible for paying or reimbursing any Owner with respect to any audit or litigation costs relating to the Bonds.

See “APPENDIX G – FORM OF BOND COUNSEL OPINION.”

LEGAL MATTERS

No Litigation Involving the Authority

There is no controversy of any nature now pending against the Authority, to the knowledge of the Authority’s officers, threatened, which seeks to restrain or enjoin the issuance, sale, execution or delivery of the Bonds or the application of the proceeds of the Bonds as contemplated by the Indenture, or in any way contesting or affecting the validity of the Bonds, any proceedings of the Authority taken with respect to the issuance or sale thereof, the pledge or

application of any money or security provided for the payment of the Bonds, the existence or powers of the Authority or the title of any officers of the Authority to their respective positions.

Sovereign Immunity

The Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, C.R.S. (the “Immunity Act”), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the Authority, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle, owned or leased by the public entity; the operation of any public hospital, correctional facility or jail; a dangerous condition of any public building; certain dangerous conditions of a public highway, road or street; and the operation and maintenance of any public water facility, gas facility, sanitation facility, electrical facility, power facility or swimming facility by such public entity. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The maximum amounts that may be recovered under the Immunity Act, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$424,000 for claims accruing on or after January 1, 2022, and before January 1, 2026; and (b) for an injury to two or more persons in any single occurrence, the sum of \$1,195,000 for claims accruing on or after January 1, 2022, and before January 1, 2026, except in such instance, no person may recover in excess of \$424,000. These amounts increase every four years pursuant to a formula based on the Denver-Boulder-Greeley Consumer Price Index. The Authority may increase any maximum amount that may be recovered from the Authority for certain types of injuries. However, the Authority may not be held liable either directly or by indemnification for punitive or exemplary damages unless the Authority voluntarily pays such damages in accordance with State law. The Authority has not acted to increase the damage limitations in the Immunity Act.

The Authority may be subject to civil liability and damages including punitive or exemplary damages under federal laws, and it may not be able to claim sovereign immunity for actions founded upon federal laws. Examples of such civil liability include suits filed pursuant to Section 1983 of Title 42 of the United States Code, alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the Authority may be enjoined from engaging in anti-competitive practices which violate federal and State antitrust laws. However, the Immunity Act provides that it applies to any State court having jurisdiction over any claim brought pursuant to any federal law, if such action lies in tort or could lie in tort.

Approval of Certain Legal Proceedings

Legal matters relating to the issuance of the Bonds, as well as the treatment of interest on the Bonds for purposes of federal and State income taxation, are subject to the approving legal opinions of Taft Stettinius & Hollister LLP, Denver, Colorado, as Bond Counsel. Such opinion, the form of which is attached hereto as APPENDIX F, will be dated as of and

delivered at closing. Certain legal matters pertaining to the organization and operation of the Authority will be passed upon by the County Attorney. Taft Stettinius & Hollister LLP represents the Underwriter from time to time on matters unrelated to the District or the Bonds. Taft Stettinius & Hollister LLP does not represent the Underwriter or any other party, except the Authority, in connection with the issuance of the Bonds. Legal fees to Bond Counsel is contingent upon the sale and delivery of the Bonds.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Police Power

The obligations of the Authority are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the powers delegated to it by the Federal Constitution, including bankruptcy.

RATINGS AND REGISTRATION

The Authority has submitted an application to certain securities rating agencies with respect to the Bonds. Such ratings, if received, will be set forth in the final Official Statement.

Registration or qualification of the placement of the Bonds (as distinguished from registration of the ownership of the Bonds) is not required under the federal Securities Act of 1933, as amended, the Colorado Securities Act, as amended, or the Colorado Municipal Bond Supervision Act, as amended, pursuant to exemptions from registration provided in such acts.

UNDERWRITING

Northland Securities, Inc., Denver, Colorado (the "Underwriter") has agreed to purchase the Bonds from the Authority under a Bond Purchase Agreement (the "Bond Purchase Agreement") at a purchase price equal to \$ _____ (which is equal to the par amount of the Bonds, less the Underwriter's discount of \$ _____).

OFFICIAL STATEMENT CERTIFICATION

The preparation of this Official Statement and its distribution have been authorized by the Authority. This Official Statement is hereby duly approved by the Authority as of the date on the cover page hereof.

**GUNNISON COUNTY HOUSING
AUTHORITY**

By _____
Laura Puckett Daniels, Chairperson

APPENDIX A
MARKET STUDY

APPENDIX B
PROJECT DEMAND STUDY

APPENDIX C
THIRD-PARTY REVIEW

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name

as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances,

in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS OF THE BONDS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Authority and the Trustee may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, giving any notice permitted or required to be given to registered owners under the Subordinate Indenture, including any notice of redemption, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners and for all other purposes whatsoever, and will not be affected by any notice to the contrary. The Authority and the Trustee will not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Direct Participant, Indirect Participant or other person not shown on the records of the Trustee as being a registered owner with respect to: the accuracy of any records maintained by DTC, any DTC Direct Participant or Indirect Participant regarding ownership interests in the Bonds; the payment by DTC, any DTC Direct Participant or Indirect Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; the delivery to any DTC Direct Participant, Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to registered owners under the Authorizing Document, including any notice of redemption; the selection by DTC, any DTC Direct Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by DTC as a registered owner.

As long as the DTC book-entry system is used for the Bonds, the Trustee will give any notice of redemption or any other notices required to be given to registered owners of Bonds only to DTC or its nominee. Any failure of DTC to advise any DTC Direct Participant, of any DTC Direct Participant to notify any Indirect Participant, of any DTC Direct Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice.

APPENDIX E

**SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
AND DEED OF TRUST**

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

\$ _____
**GUNNISON COUNTY HOUSING AUTHORITY
GENERAL REVENUE BONDS (WHETSTONE HOUSING PROJECT)
SERIES 2025**

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered March [___], 2025, by the Gunnison County Housing Authority (the “Authority”) and Hilltop Securities Inc. (the “Dissemination Agent”), in connection with the issuance of the Authority’s General Revenue Bonds (Whetstone Housing Project), Series 2025, in the original aggregate principal amount of \$ _____ (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust between the Authority and UMB Bank, n.a., as trustee, dated as of February 1, 2025.

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the Dissemination Agent (defined below) for the benefit of the holders and beneficial owners of the Bonds and to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 hereof.

“Dissemination Agent” means, initially, UMB Bank, n.a., or any successor Dissemination Agent designated in writing by the Authority that has filed with the Authority a written acceptance of such designation.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board in compliance with the Rule.

“Material Events” means any of the events listed in Section 7 hereof.

“MSRB” means the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“Participating Underwriter” means the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Quarterly Report” means any Quarterly Report provided by the Authority pursuant to, and as described in, Sections 5 and 6 hereof.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall, or shall cause the Dissemination Agent to, not later September 30 of each year, commencing September 30, 2025, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report that is consistent with the requirements of Section 4 hereof. Not later than five (5) business days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 hereof; provided that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report. The Authority shall include with each submission of the Annual Report to the Dissemination Agent a written representation addressed to the Dissemination Agent to the effect that such Annual Report is the Annual Report required by this Disclosure Agreement and that it complies with the requirements hereof.

(b) The Dissemination Agent shall provide the Annual Report to the MSRB within four (4) business days of its receipt from the Authority.

(c) If the Authority is unable to provide to the Dissemination Agent an Annual Report by the date required in subsection (a), which results in the Dissemination Agent’s inability to provide an Annual Report to the MSRB by the date required, the Dissemination Agent shall file or cause to be filed a notice in substantially the form attached as Exhibit A with the MSRB.

(d) The Dissemination Agent shall:

(1) determine prior to the date of each filing of an Annual Report the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Authority at least 45 days prior to the date an Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) upon request, file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the entities to which it was provided.

SECTION 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference a copy of the Authority's annual financial statements, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants; provided, however, if such audited annual financial statements are not available by the time specified in Section 3(a) hereof, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

Any or all of the items listed above may be incorporated by reference from other documents, including offering documents of debt issues of the Authority or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Authority shall clearly identify each such document incorporated by reference.

SECTION 5. Provision of Quarterly Reports.

(a) The Authority shall, or shall cause the Dissemination Agent to, not later March 30, June 30, September 30, and December 31 of each year, commencing June 30, 2025 and ending on the March 30, June 30, September 30, or December 31 wherein the Authority has indicated in a Quarterly Report that the construction of the Development has been fully completed, provide to the MSRB (in an electronic format as prescribed by the MSRB), a Quarterly Report that is consistent with the requirements of Section 6 hereof. Not later than five (5) business days prior to each said date, the Authority shall provide the Quarterly Report to the Dissemination Agent. The Quarterly Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 6 hereof. The Authority shall include with each submission of the Annual Report to the Dissemination Agent a written representation addressed to the Dissemination Agent to the effect that each such Quarterly Report is a Quarterly Report required by this Disclosure Agreement and that it complies with the requirements hereof.

(b) The Dissemination Agent shall provide the Quarterly Report to the MSRB within four (4) business days of its receipt from the Authority.

(c) If the Authority is unable to provide to the Dissemination Agent a Quarterly Report by each date required in subsection (a), which results in the Dissemination Agent's inability to provide such Quarterly Report to the MSRB by the date required, the Dissemination Agent shall file or cause to be filed a notice in substantially the form attached as Exhibit A with the MSRB.

(d) The Dissemination Agent shall:

(1) determine prior to the date of each filing of a Quarterly Report the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Authority at least 45 days prior to the date each Quarterly Report is due stating that such Quarterly Report is due as provided in Section 5(a) hereof; and

(3) upon request, file a report with the Authority certifying that such Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the entities to which it was provided.

SECTION 6. Content of Quarterly Reports. Each Quarterly Report shall include:

(a) The amount remaining on deposit in the Project Fund, which amount the Trustee agrees to provide to the Authority not later than 20 days prior to the date that the Authority is required to submit the Quarterly Report to the Trustee.

(b) A general narrative discussion of the status of the construction of the Development, including, without limitation, a discussion of the construction of the public improvements servicing the Development and the number of units (out of a total of 252) completed and/or actively under construction.

SECTION 7. Reporting of Material Events. The Authority shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, *if material*;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (g) Modifications to rights of bondholders, *if material*;
- (h) Bond calls, *if material*, and tender offers;
- (i) Defeasances;

- (j) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (m) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) Incurrence of a Financial Obligation of the obligated person, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, *if material*; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an obligated person, any of which reflect financial difficulties.

SECTION 8. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Agreement shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Agreement, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 9. Termination of Reporting Obligation. The Authority's and Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds;

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(ii) the date that the Authority shall no longer constitute an “obligated person” within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 10. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority and the Dissemination Agent may amend this Disclosure Agreement and may waive any provision of this Disclosure Agreement, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Dissemination Agent will provide notice of such amendment or waiver to the MSRB.

SECTION 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 12. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Agreement, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 13. Resignation or Removal of Dissemination Agent. The present or any future Dissemination Agent may resign at any time upon 30 days’ prior written notice to the Authority. The Authority may remove the present or any future Dissemination Agent upon 30 days’ prior written notice to the Dissemination Agent. Such resignation or removal shall take effect upon the appointment by the Authority of a successor Dissemination Agent or at any time there is no Dissemination Agent, the Authority agrees to assume all of the obligations of the Dissemination Agent hereunder, but in no event earlier than 30 days after such written notice of resignation or removal has been given. If the Dissemination Agent also serves as the Registrar and Paying Agent under the Bond Resolution, the Dissemination Agent may resign or be removed under this Disclosure Agreement without also resigning or being removed as Registrar and Paying Agent under the Bond Resolution.

SECTION 14. Compensation. As compensation for its services under this Disclosure Agreement, the Dissemination Agent shall be compensated or reimbursed by the

Authority for its reasonable fees and expenses in performing the services specified under this Disclosure Agreement.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 16. Electronic Notice to Dissemination Agent. The Dissemination Agent agrees to accept and act upon instructions or directions provided pursuant to the terms of this Disclosure Agreement, which may be sent in writing by electronic notice and electronic signature; provided, however, that such instructions or directions shall be signed by a designated representative of the Authority. If the Authority elects to give the instructions by electronic notice or electronic signature, the Dissemination Agent may deem such instructions controlling. The Dissemination Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Dissemination Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic notice or electronic signature to submit instructions and directions to the Dissemination Agent, including without limitation the risk of the Dissemination Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 17. Dissemination Agent's Duties. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Dissemination Agent, and the Authority agrees, to the extent permitted by law and under the terms of the Indenture, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performances of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim or liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The Dissemination Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion or instructions of such counsel. The Dissemination Agent shall not be responsible for ensuring the compliance with any rule or regulation applicable to the Authority or participating underwriter in connection with the filing of information herein but is merely responsible for the filing of any such information provided to the Dissemination Agent by the Authority. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Quarterly Report or Annual Report prepared by the Authority pursuant to this Agreement. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

IN WITNESS WHEREOF, the Authority and the Dissemination Agent have caused this Disclosure Agreement to be executed in their respective names, all as of the date first above written.

GUNNISON COUNTY HOUSING
AUTHORITY

By: _____
Name: _____
Title: _____

HILLTOP SECURITIES INC.,
as Dissemination Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Gunnison County Housing Authority

Name of Bond Issue: General Revenue Bonds (Whetstone Housing Project), Series 2025

CUSIP: _____

Date of Issuance: March [], 2025

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement executed March [], 2025, by the Authority. The Authority anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

HILLTOP SECURITIES INC.,
as Dissemination Agent

By: _____
Its: _____

APPENDIX G

FORM OF BOND COUNSEL OPINION

March __, 2025

Gunnison County Housing Authority
Gunnison, Colorado

§ _____
Gunnison County Housing Authority
General Revenue Bonds (Whetstone Housing Project)
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to the Gunnison County Housing Authority (the “Authority”), in connection with the issuance of its General Revenue Bonds (Whetstone Housing Project), Series 2025 (the “Bonds”). In such capacity, we have examined the Authority’s certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. The Bonds are authorized and issued pursuant to an Indenture of Trust dated as of March 1, 2025 (the “Indenture”) between the Authority and UMB Bank, n.a., as trustee (the “Trustee”). Capitalized terms used herein, unless parenthetically defined herein, have the meanings ascribed to them in the Indenture.

Regarding questions of fact material to our opinions, we have relied upon the Authority’s certified proceedings and other representations and certifications of officials of the Authority, the Borrower, the Trustee, the Underwriter, public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Bonds constitute valid and binding special, limited obligations of the Authority, payable solely from the Trust Estate.

2. The Indenture has been duly authorized by the Authority, duly executed and delivered by authorized officials of the Authority, and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms.

3. Interest on the Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the “Tax Code”), and interest on the Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative

minimum tax applicable to those corporations under Section 55(b) of the Tax Code. The opinions expressed in this paragraph assume continuous compliance with the covenants and continued accuracy of the representations contained in the Authority's certified proceedings and in certain other documents and certain other certifications furnished to us.

4. The Bonds, together with the interest thereon, are exempt from Colorado taxes under Colorado law in effect as of the date hereof.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the Authority pursuant to the Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not opining upon the accuracy, adequacy or completeness of the Preliminary Official Statement, the Official Statement or any other statements made in connection with any offer, sale or placement of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Gunnison Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Development Improvement Agreement for Whetstone Community Housing. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2022 - 00049 regarding the Whetstone Community Housing project.

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: 2/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (herein the "Agreement") is entered into this ___ day of _____, 20__ 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 the Gunnison County Housing Authority, whose address is 200 E. Virginia, Gunnison, Colorado 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: 2022 - 00049 regarding Whetstone Community Housing (herein the "Project"). The legal description of the Project site 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. The parties have entered into this Agreement as required by Section 16-118 of the Gunnison County, Colorado Land Use Resolution to memorialize the Developer's obligation to construct the Improvements and provide Gunnison County with a guarantee of financial security for completion of the Improvements.

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: 2022 - 00049 and the terms and conditions of this Agreement. The Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2022 - 00049, as legal and valid and waives any defect therein or in the related proceedings.

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 31, 2029. 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 the Developer if Gunnison County determines that: (1) no public detriment will occur as a consequence of such extension of time; and (2) Gunnison County's security is adequate to ensure full performance by the Developer by the extended completion date; and (3) such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require the Developer to provide, at the Developer's cost, supplemental estimates by the 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 the 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 the Developer in the event of a default by the Developer. The Developer shall provide Gunnison County a copy of each such contract upon its execution. The Developer and Gunnison County acknowledge and agree that Gunnison County's rights hereunder may be further assigned to the bond trustee for the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025 (the "Bonds").

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be twenty-three million nine-hundred eighty-six thousand six-hundred ninety and 00/100 U.S. Dollars (\$23,986,690) plus a contingency amount.

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 a performance bond or alternate security acceptable to Gunnison County for not less than 125 percent of the total cost of Improvements.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicates 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, "substantially different" is defined as 10 percent or more.

The performance bond may be supplemental to any Bond proceeds used to fund the Project.

6. Certification.

A. Not later than December 31, 2029, 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. The Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until the Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than April 30, 2030, the 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 and be limited to infrastructure improvements which include all utilities, roads, sidewalks, and landscaping as defined in the following plans:

7.1 "Whetstone Workforce Housing: Civil Construction Drawings," stamped by Shelby Madrid, P.E. and dated June 28, 2024

7.2 "Architectural drawings," prepared by Hord Coplan Macht and dated June 28, 2024

7.3 "Landscaping plan" prepared by Norris Design and dated June 28, 2024

7.4 "Access and parking plan," prepared by Norris Design and dated June 28, 2024

7.5 "Circulation and trails plan", prepared by Norris Design and dated June 28, 2024

- 7.6 "Lighting plan" prepared by Norris Design and dated June 28, 2024
- 7.7 "Parks and open space plan," prepared by Norris Design and dated June 28, 2024
- 7.8 "Snow storage plan," prepared by Norris Design and dated June 28, 2024
- 7.9 "Final Drainage Report: Whetstone Workforce Housing," stamped by Shelby Madrid, P.E. and dated June 25, 2024
- 7.10 "Stormwater Management Plan: Whetstone Workforce Housing," prepared by Shelby Madrid, P.E. and dated June 25, 2024
- 7.11 "Whetstone Method of Financing" prepared by Servitas
- 7.12 Cost estimate prepared by Servitas and Moss Construction and dated June 25, 2024
- 7.13 "Final Whetstone, Project Demand Study," prepared by Western Spaces, LLC and dated August 2024

B. The conditions of this Agreement and Land Use Change Permit No: 2022 – 00049 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by the 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; 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, the 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.

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 the 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 not less than 125 percent of such estimated cost of remaining completion of Improvements.

9. 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: Gunnison County Housing Authority
200 East Virginia
Gunnison, CO 81230
Fax No: 970-641-7696

10. 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.

11. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon the Developer with regard to the Project if the failure to do so would place the public 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.

12. 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; provided, however, that the Developer and Gunnison County hereby acknowledge and agree that the Developer may assign this Agreement to the Bond trustee

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, the Developer, contractors or subcontractors, which relate to the Project.

19. 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.

20. 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.

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 County Clerk

GUNNISON COUNTY HOUSING AUTHORITY:

By: _____

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Housing Authority Resolution; A Resolution Amending

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2024 Budget Amendment Resolution Housing

Fiscal Impact:

Submitted by: Ana Canada

Submitter's Email Address: acanada@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/28/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 2/28/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/4/2025

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2025-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2024 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2024 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The revenues are decreased in the amount of \$234,179 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,620,641 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2023-01 and Resolution Nos. 2023-003 - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2024 and ending December 31, 2024; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this 4th day of March 2025.

GUNNISON COUNTY HOUSING AUTHORITY

By _____
Laura Puckett-Daniels, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Jonathan Houck, Commissioner

Attest:

Deputy County Clerk

Appendix A

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL	FUND	REV/EXP
70741080	44261	G8160	ADD EIAF 9684 SOLAR GRANT	BJE 527		309721		70	REV
70741100	44261	G4817	ADD DOLA STRONG COMMUNITIES	BJE 538		800000		70	REV
70741100	44801	G8170	CORRECT BUDGET	BJE 523	1343900			70	REV
HOUSING FUND REVENUES									
					1,343,900.00	1,109,721.00	234,179.00		
70741080	58210	G8160	ADD EIAF 9684 SOLAR GRANT	BJE 527	619,441.00			70	EXP
70741100	58320	G4817	ADD DOLA STRONG COMMUNITIES	BJE 538	1,001,200.00			70	EXP
HOUSING FUND EXPENDITURES									
					1,620,641.00	-	1,620,641.00		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-20783; Big T CBS LLC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:
Renewal for Big T CBS LLC dba Zuni West Brewing

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 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 3/4/2025



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

BREW PUB (COUNTY)

ALCOHOL BEVERAGE LICENSE #03-20783

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

BIG T CBS LLC DBA ZUNI WEST BREWING

235 ELCHO AVENUE

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 03.19.2025 - 03.19.2026

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

Kathy Simillion 2-19-2025

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**BIG T CBS LLC
dba ZUNI WEST BREWING
235 ELCHO AVE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-20783	License Expires at Midnight March 19, 2026
License Type BREW PUB (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 2/19/2025 AB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

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

received
 2-14-25

Submit to Local Licensing Authority

ZUNI WEST BREWING
235 ELCHO AVE
Crested Butte CO 81224

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	1000.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$1000.⁰⁰

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to Movelt on Date

Licensee Name

BIG T CBS LLC

Doing Business As Name (DBA)

ZUNI WEST BREWING

Liquor License Number

03-20783

License Type

Brew Pub (county)

Sales Tax License Number

96030597

Expiration Date

03/19/2025

Due Date

02/02/2025

Business Address

Street Address

235 ELCHO AVE

Phone Number

9709017743

City, State, ZIP Code

Crested Butte CO 81224

Mailing Address

Street Address

235 ELCHO AVE

City, State, ZIP Code

Crested Butte CO 81224

Email

theresa@zunistreet.com

Operating Manager

Theresa Truettner

Date of Birth

03/25/1989

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Theresa Truettner

Title

owner

Signature

truettner

Date (MM/DD/YY)

1/7/2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

County Clerk - Gunnison

Signature

Kathy Semillion

Attest

[Signature]

Date (MM/DD/YY)

2-14-2025

Home Address

Street Address		Phone Number
7 Timberline Way, Unit 1		970-901-7743
City	State	ZIP Code
Crested Butte	CO	81224

1. Do you have legal possession of the premises at the street address? Yes No
- Are the premises owned or rented? Owned Rented*
- *If rented, expiration date of lease
-

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No
- If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? Yes No
- (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)**
- If selecting 'Yes', an additional \$11.00 is required to renew the permit.
- If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No
- If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Name (Individual/Business)

Big T CBS LLC

Social Security Number/Tax Identification Number

99-1387437

Home Phone Number

970-901-7743

Business/Work Phone Number

970-251-5107

Street Address

235 Elcho Ave.

City

Crested Butte

State

CO

ZIP Code

81224

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

Theresa Truettner

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

Theresa Truettner

1/13/25

Privacy Act Statement

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Authorizing and Directing Actions by the County Manager

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Whetstone Bone Resolutions created by Sherman & Howard

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/27/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 2/28/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 3/4/2025

**GUNNISON COUNTY, COLORADO
RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING AND DIRECTING
ACTIONS BY THE COUNTY MANAGER WITH RESPECT
TO THE PREPARATION OF REQUESTS TO THE BOARD
OF COUNTY COMMISSIONERS FOR APPROPRIATION
OF FUNDS FOR THE REPLENISHMENT OF A RESERVE
FUND HELD BY UMB BANK, N.A. RELATING TO THE
GUNNISON COUNTY HOUSING AUTHORITY GENERAL
REVENUE BONDS (WHETSTONE PROJECT), SERIES
2025.**

WHEREAS, the Gunnison County Housing Authority (the “Authority”) is a public body corporate and politic duly organized and existing as a county housing authority under the constitution and laws of the State of Colorado, including particularly Title 29, Article 4, Part 5, C.R.S. (the “Act”); and

WHEREAS, the Board of County Commissioners (the “Board”) of Gunnison County, Colorado (the “County”) serves as the Board of Commissioners of the Authority; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and

WHEREAS, pursuant to an authorizing resolution adopted by the Board of Commissioners of the Authority on March 4, 2025, the Authority has authorized the issuance of its General Revenue Bonds (Whetstone Project), Series 2025, in a maximum aggregate principal amount of \$125,000,000 (the “Bonds”), the proceeds of which are to be used to: (a) finance a portion of the costs of the acquisition, construction, and equipping by the Authority of an approximately 252-unit affordable multifamily rental housing project to be located near the Town of Crested Butte, Colorado (the “Project”); (b) finance capitalized interest for the Bonds; (c) fund a reserve fund for the Bonds (the “Reserve Fund”); and (d) pay for certain costs of issuing the Bonds; and

WHEREAS, the Bonds will be issued pursuant to the terms of an Indenture of Trust between the Authority and UMB Bank, n.a., as trustee (the “Indenture”); and

WHEREAS, the Indenture requires that the Reserve Fund be maintained in the amount of the Required Reserve (as defined in the Indenture) for so long as the Bonds are outstanding for use as a reserve against deficiencies in the payment of the principal of or interest on the Bonds; and

WHEREAS, the Board wishes to make a non-binding statement of its present intent with respect to the appropriation of funds for the replenishment of the Reserve Fund, and to authorize and direct the County Manager to take certain actions for the purpose of causing requests for such appropriations to be presented to the Board for consideration; and

WHEREAS, the County acknowledges that the adoption of this Resolution is a condition precedent to the issuance of the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO:

Section 1. Appropriations to Replenish Reserve Fund.

A. Provided the County is notified by the Trustee of any deficiency in the Reserve Fund on or prior to August 1 of each year, the County Manager shall prepare and submit to the Board a budget amendment, if necessary, and a related request for an appropriation of a sufficient amount of funds to replenish the Reserve Fund to the Required Reserve by not later than October 15 of such year. It is the present intention and expectation of the Board to budget and appropriate such funds as requested, within the limits of available funds and revenues, but this declaration of intent shall not be binding upon the Board or any future Board in any future fiscal year of the County. The Board may determine in its sole discretion, but shall never be required, to budget for and make the appropriations so requested. All sums budgeted and appropriated by the Board for such purpose shall be transferred by the County to the Trustee for deposit by the Trustee in the Reserve Fund.

B. The obligation of the County hereunder to replenish the Reserve Fund shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the County, or a pledge of its full faith or credit under the meaning of any constitutional or statutory debt limitation and shall be subject in all respects to the County's right of non-appropriation reserved hereunder. This Resolution shall not, directly or indirectly, obligate the County to make payments during any fiscal year beyond the fiscal year for which funds have been appropriated by the Board. Following any event of non-appropriation, the County shall not be obligated to make payment from any source of any amount due in respect of replenishing the Reserve Fund beyond those amounts previously appropriated by the Board for that purpose, and the County shall not be liable to the Trustee for any remaining amounts due under the Indenture or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Trustee as a result of the exercise by the County of its right of non-appropriation. The right of non-appropriation reserved to the County hereunder is intended by the parties, and shall be always construed, to ensure nothing provided in this Section 1 shall create or constitute a debt, liability, or multiple fiscal year financial obligation of the County under the constitution and statutes of the State of Colorado. In the event any of the provisions of this Resolution are determined by a court of competent jurisdiction to create, cause, or result in the creation of legal indebtedness of the County, the application and enforcement of such provision(s) shall

be deemed suspended as of the date of such determination, and the obligation of the County created hereunder shall be construed and applied in a manner preserving the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result of the suspension of any such provision(s). If any provision of this Resolution is so suspended, the suspension shall not affect other provisions or application of the County's obligation created hereunder provided such can be given effect without the suspended provision. To this end, the provision of this Resolution are severable.

Section 2. Limitation to Indenture. Unless otherwise expressly provided by a subsequent resolution of the Board, the provisions of this Resolution shall apply only to the Reserve Fund established by the Indenture.

Section 3. Repealer. All bylaws, orders, and resolutions of the County, or parts thereof, inconsistent with this resolution or with any of the documents hereby approved are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution of the County, or part thereof, heretofore repealed.

Section 4. Severability. If any section, subsection, paragraph, clause or provision of this resolution or the documents hereby authorized and approved (other than provisions as to the payment of Base Rentals during the Lease Term, provisions for the quiet enjoyment of the Leased Property by the County during the Lease Term and provisions for the conveyance of the Leased Property to the County under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution or such documents, the intent being that the same are severable.

Section 5. Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and approval.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED this March 4, 2025.

Chair of the Board of
County Commissioners

(SEAL)

Attest:

County Clerk

STATE OF COLORADO)
) SS. CERTIFICATE OF COUNTY CLERK
 COUNTY OF GUNNISON)

I, Kathy Simillion, the Clerk and Recorder of Gunnison County, Colorado (the "County"), do hereby certify as follows:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of County Commissioners of the County (the "Board") at a regular meeting held on March 4, 2025.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of March 4, 2025, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Laura Puckett Daniels, Chair				
Jonathan Houck				
Elizabeth Smith				

3. The members of the Board participated either physically or electronically at such meeting in accordance with law and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Chair of the Board, sealed with the County seal, attested by the County Clerk and recorded in the minutes of the Board.

5. There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

6. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on March 4, 2025, which notice was posted at least 24 hours before such meeting as provided by law.

[The remainder of this page intentionally left blank.]

WITNESS my hand and the seal of the County affixed this 4th day of
March, 2025.

(S E A L)

Clerk and Recorder
Gunnison County, Colorado

EXHIBIT A

(Attach copy of notice given prior to the March 4, 2025 meeting)

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 4, 2025

Page 1 of 3

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

GUNNISON COUNTY HOUSING AUTHORITY:

8:30 am

- Call to Order
- Gunnison County Housing Authority Resolution; A Resolution Authorizing the Issuance of the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025, in a maximum aggregate principal amount of \$125,000,000; approving an Indenture of Trust, Bond Purchase Agreement, Deed of Trust, and Preliminary Official Statement with a Continuing Disclosure Agreement in connection therewith; and Authorizing All Related Actions in Connection Therewith
- Development Improvements Agreement; Gunnison County Housing Authority; Whetstone Community Housing; \$23,986,690
- Gunnison County Housing Authority Resolution; A Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2024 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:45 am

- Call to Order
- Alcohol Beverage License #03-20783; Big T CBS LLC dba Zuni West Brewing; 3/19/2025 to 3/19/2026
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:46 am

- Call to Order; Agenda Review
- A Resolution Authorizing and Directing Actions by the County Manager with Respect to the Preparation of Requests to the Board of County Commissioners for Appropriation of Funds for the Replenishment of a Reserve Fund Held by UMB Bank, N.A. Relating to the Gunnison County Housing Authority General Revenue Bonds (Whetstone Project), Series 2025
- Minutes Approval
 1. February 18, 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. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; High Country Citizens' Alliance Alternate; Jon Hare
 2. Acknowledgement of Option Letter #1; 2022*0148; Health and Human Services; 2/3/2025 to 6/20/2025; \$16,235

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 4, 2025

Page 2 of 3

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

3. Professional Services Agreement; Concrete Conservation LLC; Public Works; 3/15/2025 to 12/31/2025; \$49,305
4. Resolution; A Resolution Authorizing ATV, OHV, and UTV Use on a Certain Portion of County Road #3
5. Grant Application; Impact Assistance; Colorado Parks and Wildlife; Assessor's; Tax Year 2024; \$15,454.98
6. Acknowledgment of County Manager's Signature; First Amendment to Professional Services Agreement; Design Workshop, Inc.; 1/17/2024 to 4/30/2025; \$76,635
7. Grant Application; Local Coordinating Organizations; RFA2025000210; Health and Human Services; \$69,000
8. Grant Application; Metropolitan Recreation District; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 6/2025 to 8/2025; \$10,000
9. Grant Application; Metropolitan Recreation District; Juvenile Services – Gunnison County Substance Abuse Prevention Project; 6/2025 to 8/2025; \$10,000
10. Updated Statement of Work; Health and Human Services – Gunnison/Hinsdale Early Childhood Council; 7/1/2025 to 6/30/2026; \$100,041
11. Grant Application; Health Resource Service Administration; Juvenile Services; \$297,533
12. Grant Application; Edward Byrne Justice Assistance Grant (JAG); Juvenile Services; 10/1/2025 to 9/30/2026; \$230,395
13. Development Improvements Agreement; Gunnison County Housing Authority; Whetstone Community Housing; \$23,986,690
14. Grant of Perpetual Easement for Driveway Access to Creekside Subdivision; Tod Colvin

8:55 am

- County Manager's Reports

9:00 am

- Boundary Line Adjustment; LUC-23-00047; Bar Slash Bar

9:05 am

- Letter of Support; Stirrup Bar Ranch; Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program

9:15 am

- Adoption of the 2025 Employee Handbook

9:30 am

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

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 4, 2025

Page 3 of 3

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

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT BOCC Minutes 2/18/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT BOCC Minutes 2/18/2025

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/4/2025

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 18, 2025**

The February 18, 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

John Cattles, Assistant County Manager for
Operations and Sustainability
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

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

**SPECIAL EVENT LIQUOR PERMIT 1-2025; KBUT RADIO STATION; 3/13/2025 TO 3/14/2025
FROM 3:00 PM TO 11:30 PM**

Moved by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the liquor license for KBUT as presented this morning. Motion carried unanimously.

ADJOURN: Commissioner Smith 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 Smith called the meeting to order at 8:31 am.

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

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the February 4, 2025 Regular Meeting minutes as presented. Motion amended to include change from Commissioner Smith. Motion carried unanimously.

1. February 4, 2025 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

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

A RESOLUTION UPDATING GUNNISON COUNTY FINANCIAL, PROCUREMENT, TRAVEL, AND GRANT POLICIES Finance Director Ana Canada was present for discussion.

Commissioner Smith confirmed any changes from previous versions. It was confirmed only the adjustments made were the limitations to CPI. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve Resolution 2025-8, A Resolution Updating Gunnison County Financial, Procurement, Travel, and Grant Policies as presented this morning. Motion carried unanimously.

GUNNISON COUNTY BOARD AND COMMISSIONS APPOINTMENTS:

1. Cemetery District Board Appointments:
 - Regular Appointment; Fill One Vacancy for Remainder of Term Ending 2/1/2028
 - Applicant: Allen Moores
2. Historic Preservation Commission Appointments:
 - Regular Appointment; Fill One Vacancy for a Three-Year Term
 - Applicant: Krister Kooiman
3. Gunnison Valley Regional Housing Authority Board Appointments:
 - At-Large Appointment; Fill One Vacancy for Remainder of Term Ending 1/31/2026
 - Applicants: Michelle Phelps
4. Gunnison Basin Sage-grouse Strategic Committee Appointments:
 - 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
5. Gunnison Valley Land Preservation Board Appointments:
 - Alternate Appointment; Fill One Vacancy for a Two-Year Term
 - Applicant: Julie Donohue

The Commissioners discussed their views on each applicant. The Board decided not to appoint on the Historic Preservation Commission due to a missed interview and their desire to have a conversation with applicants before appointing. It was also decided to leave the Development position available for the Gunnison Basin Sage-grouse Strategic Committee. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to appoint Allen Moores to the Cemetery District Board for the vacancy remainder ending February 1, 2028, Michelle Phelps to the vacancy remainder for the Gunnison Valley Regional Housing Authority Board, Sarah Elzay for the at-large appointment for Research and Education, which is also a vacancy remainder and lastly, Julie Donohue, for one vacancy for a two-year term to the Gunnison Valley Land Preservation Board. Motion carried unanimously.

6. Tourism and Prosperity Partnership Board Appointments:
 - Regular Appointment; Fill One Vacancy for Remainder of Term Ending 2/1/2026
 - Applicants: Lindsay Beltchenko, Caressa Holland

WCU Representative Gary Pierson, CMBR Representative Bill MacFarlane, and the Board of County Commissioners thanked both for applying but felt Ms. Beltchenko had some stronger qualities but would like to encourage Ms. Holland to attend meetings. **Moved** by Commissioner Houck, seconded by WCU Representative Pierson to appoint Lindsay Beltchenko to the Tourism and Prosperity Partnership Board to fill the vacancy for the remainder of the term which will end on February 1, 2026. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Financial Director Ana Canada presented the voucher approval report dated January 21, 2025 and the cash transfer authorization dated January 2025 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of \$3,484,046.31. Motion carried unanimously. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the cash transfer in the amount of \$7,191,089.98. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the January 2025 Treasurer's report and an investment report dated January 31, 2025 for discussion and acceptance. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the Treasurer's Report as presented this morning and authorize the Chair signature or stamp on the report. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Joe Dix – Mr. Dix commented on his concerns for the potential impacts President Trump's actions will have on the County. Commissioner Houck responded that the County is effectively engaged with the Departments, the State, and Federally. Commissioner Smith commented they are advocating for stability as well.

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Mayors & Managers meeting – Commissioner Puckett Daniels attended the Mayors and Managers meeting two weeks ago and got an update on the City of Gunnison’s economic development in partnership with other governments and organizations in the valley and was able to give some feedback.
2. Crested Butte Mountain Resort (CBMR) – Commissioner Puckett Daniels connected with General Manager and Vice President JD Crichton to reiterate the County would like to be engaged with Vail and CBMR to strengthen partnerships and the community.
3. Gunnison Valley Transportation Planning Region (GVTPR) – Commissioner Puckett Daniels attended a meeting last week with Assistant County Manager for Public Works Martin Schmidt to have conversations regarding their five-year plan. ACM Schmidt relayed they were awarded \$511,000 at that meeting for the Brush Creek Roundabout.

Commissioner Houck:

1. Mountain Resorts – Commissioner Houck invited Vail Resorts President of the Mountain Division Bill Rock, and Rocky Mountain Resorts Chief Operating Officer Nadia Guerriero to have discussions about the future and what investments on the mountain look like.
2. Joint Meeting – Commissioner Houck mentioned they had their joint meeting with the Planning and Zoning Commission to talk about their approach to land use and how to utilize the Land Use Regulations (LUR) to meet their goals.
3. Senator Bennet – Commissioner Houck has been working with Senator Bennet’s team on the Gunnison Outdoor Resource Protection (GORP) Act.
4. Colorado Outdoor Recreation & Economy (CORE) Act – Commissioner Houck reached out to Congressman Jeff Hurd to speak to him directly about the community’s work over the years.
5. Senator talks – Commissioner Houck noted that he is reaching out to both Senator Bennet’s and Senator Hickenlooper’s staff specifically about the Federal hiring freezes.

Commissioner Smith:

1. Southwest Colorado Opioid Regional Council – Commissioner Smith relayed they are doing another round of grant funding and area reaching out to potential applicants. She will also be having lunch with Mindy Baumgardner from the Attorney General Staff who also participates with different opioid regional councils in the west of Colorado.
2. Colorado Counties, Inc. Steering Committees (CCI) and Counties & Commissioners Acting Together (CCAT) – Commissioner Smith noted she will be attending meetings this week. The two main legislative bills are the Modular Housing Bill, which is closer to something the Counties may be neutral if not support on, and In God’s Backyard Bill, which she states is contentious in nature.
3. County Revenue Diversification – Commissioner Smith relayed this was a CCI legislative priority and there is not political will to continue this forward.

ADJOURN: Commissioner Smith adjourned the meeting at 9:24 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES MEETING:

- (See Separate Minutes)

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, COLORADO
RESOLUTION NO. 2025-8**

**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 Houck, seconded by Commissioner Puckett Daniels, and adopted this 18th day of February, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 2/27/2025 thru 4/30/2025

Board of County Commissioners

1. [BOCC Regular Meeting](#)
March 4, 2025, All Day @ BOCC Boardroom
2. [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
3. [BOCC Work Session](#)
March 11, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
March 18, 2025, All Day @ BOCC Boardroom
5. [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
6. [BOCC Work Session](#)
March 25, 2025, All Day @ BOCC Boardroom
7. [BOCC Regular Meeting](#)
April 1, 2025, All Day @ BOCC Boardroom
8. [BOCC Work Session](#)
April 8, 2025, All Day @ BOCC Boardroom
9. [BOCC Regular Meeting](#)
April 15, 2025, All Day @ BOCC Boardroom
10. [BOCC Work Session](#)
April 22, 2025, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
April 15, 2025, All Day @ BOCC Boardroom

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of Appointment; Gunnison Basin Sage

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Acknowledgment of Gunnison Basin Sage-grouse Strategic Committee Appointment; High Country Conservation Advocates Alternate; Jon Hare

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbimic

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

From:



Subject:

Date:



HCCA Sage-Grouse Alternate position

Saturday, February 22, 2025 11:19:55 AM

[EXTERNAL SENDER - USE CAUTION]

Dear Liz, Laura and Jonathan,

I'm writing to let you know that High Country Conservation Advocates would like to appoint our Advocacy Director, Jon Hare, as our Alternate Member on the Gunnison Sage-Grouse Strategic Committee.

Jon has been with HCCA for a year, and has been to most sage-grouse meetings during that time, as an audience member. He is very familiar with the various issues surrounding sage-grouse, and would be pleased to join our collaborative efforts on their behalf.

Thanks again for supporting this important community effort in an ever-changing landscape.

Sincerely,

Sue (HCCA Board President and Strategic Committee Regular Member)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Option Letter #1; 2022*0148; He

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

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

Summary:
Budget amendment for the CTC grant that funds GCSAPP.

Fiscal Impact: \$16,235

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

Finance Review: Required Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/21/2025

County Attorney Review: Required Not Required

Comments:
Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

**STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OPTION LETTER #1**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246	Original Contract Number: 2022*0148
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, CO 81230-2333	Option Letter Contract Number: 2022*0148 Option Letter #1
Contract Performance Beginning Date: July 1, 2021	Current Contract Expiration Date: June 30, 2025

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	\$0.00	\$222,342.00	\$0.00	07/01/2021–06/30/2022	\$222,342.00
Amendment #1	2022*0148 Amendment #1	\$0.00	\$237,069.00	\$0.00	07/01/2022–06/30/2023	\$237,069.00
Amendment #2	2022*0148 Amendment #2	\$0.00	\$242,084.00	\$0.00	07/01/2023–06/30/2024	\$242,084.00
Amendment #3	2022*0148 Amendment #3	\$0.00	\$242,090.00	\$0.00	07/01/2024–06/30/2025	\$242,090.00
Option Letter #1	2022*0148 Option Letter #1	\$0.00	\$16,235.00	\$0.00	02/03/2025-06/30/2025	\$16,235.00
Current Contract Maximum Cumulative Amount						\$959,820.00

1) OPTIONS

- A. Option to change the quantity of services under the Contract.

2) REQUIRED PROVISIONS:

- A. In accordance with Section 5.B.v. of the Original Contract referenced above, the State hereby exercises its option to increase the quantity of services at the rates stated in the Original Contract as amended, Exhibit C – Budget is deleted and replaced in its entirety with Exhibit C – Budget, for the following reason: to add additional funds to support the current term Statement of Work.

- B.** The Contract Maximum Amount table on the Contract's 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.

SIGNATURE PAGE

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Chelsea Gilbertson</i> 2C13912416524B1... By: Signature</p> <p>Chelsea Gilbertson Name of Executive Director Delegate Procurement & Contracts Section Title of Executive Director Delegate</p> <p>Date: 2025-02-13</p>	<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Kurt Williams</i> 79365F4A4A084BC... By: Signature</p> <p>Kurt Williams Name of State Controller Delegate Controller Title of State Controller Delegate</p> <p>Option Effective Date: 2025-02-13</p>
--	--

-- Signature Page End --



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing # 2022*0148

Version 6.2024

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)
Budget Period	upon execution through June 30, 2025
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention

Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Contract/Encumbrance Number	CT FHLA 2022*0148

Expenditure Categories		Budget Totals		
Personal Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 82,788.00	\$ 6,500.00	\$ 89,288.00
Personal Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 8,840.00	\$ 1,716.00	\$ 10,556.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 14,300.00	\$ 416.00	\$ 14,716.00
Prevention Programs Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion. Supports the community mobilizer with key leader board meetings and coalition meetings including managing contact lists, agendas, communication through social media and website, and logistics. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 36,660.00	\$ 390.00	\$ 37,050.00

Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 32,266.00	\$ 1,215.00	\$ 33,481.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation of the GCSAPP strategic plan. <i>Justification: There is a 6% increase in fringe benefits, a 3% COLA and HR made adjustments to certain positions in the County to ensure equitable pay across positions with the same requirements that will start 1/1/25. To maintain work at the same capacity we are requesting additional funding.</i>	\$ 18,980.00	\$ 520.00	\$ 19,500.00
Total Personal Services (including fringe benefits)		\$ 193,834.00	\$ 10,757.00	\$ 204,591.00
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Conference Registration - coalition members <i>(participant support cost)</i>	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. * excluded from indirect.	\$ 975.00	\$ -	\$ 975.00
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	\$ 325.00	\$ -	\$ 325.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	\$ 387.04	\$ -	\$ 387.04
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x \$12pp = \$2,160). 6 coalition meetings per year (20 people x \$15pp = \$1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA. <i>Justification: Due to findings related to equitable access in the coalition survey we are increasing meeting frequency at different times and locations, meeting more due to our strategic planning process, and have youth coalition meetings at four school sites twice monthly. We need increased funding to support the increase in coalition, key lead board and subgroup meetings.</i>	\$ 3,960.00	\$ 1,000.00	\$ 4,960.00
Incentives <i>(participant support cost)</i>	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. \$30 per person x 10 persons x 6 events. *excluded from indirect <i>Justification: We have 50 youth involved in the youth coalition this year and need increased funding for meeting incentives.</i>	\$ 1,800.00	\$ 2,000.00	\$ 3,800.00
Computer Costs	We pay monthly computer costs to the county \$300/mo. per computer - costs 2.5 FTE	\$ 9,000.00	\$ -	\$ 9,000.00
Phone Costs	Monthly phone costs for the county are \$35/mo. per phone - costs 2.5 FTE	\$ 1,050.00	\$ -	\$ 1,050.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$50 per month. <i>Justification: Due to the increased need for youth and adult coalition meetings, key leader board, and subgroup meetings we need increased printing for meeting materials.</i>	\$ 600.00	\$ 300.00	\$ 900.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . \$182/mo. Based on cost of monthly newspaper ads.	\$ 2,184.00	\$ -	\$ 2,184.00

Equity Lab/Training	4 in person equity lab/trainings . \$250 x 4 = \$1000. \$250 per session to cover the cost of facilitation/materials and food at \$10pp x 10 = \$100 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	\$ 1,400.00	\$ -	\$ 1,400.00
Total Supplies & Operating Expenses		\$ 21,681.04	\$ 3,300.00	\$ 24,981.04
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Mileage - Staff	Mileage, paid at the IRS mileage rate of \$0.67 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (900 miles RT x .67 x 4)	\$ 2,412.00	\$ -	\$ 2,412.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 1 rooms)	\$ 1,407.00	\$ -	\$ 1,407.00
Lodging - Coalition Members (participant support cost)	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ \$195 per night x 3 rooms) *Excluded from indirect.	\$ 2,187.00	\$ -	\$ 2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full day at \$76 = \$266) x 1 Community Mobilizer x 2 trips and (2 travel days at \$57 + 2 full days at \$76 = \$266) x 1 trip x 2 staff	\$ 1,064.00	\$ -	\$ 1,064.00
Meals - Coalition Members (participant support cost)	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 = \$266) x 4 coalition members *excluded from indirect.	\$ 1,064.00	\$ -	\$ 1,064.00
Total Travel		\$ 8,134.00	\$ -	\$ 8,134.00
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at \$20/hr.	\$ 5,200.00	\$ -	\$ 5,200.00
Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. \$500 x 4 secondary school sites.	\$ 2,000.00	\$ -	\$ 2,000.00
Youth Advisor	One university student to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . \$25/hr. x 10 hour per month per youth x 6 months. This helps ensure that we are having youth voice in all of our work. GCSAPP is onboarding a youth advisor to conduct a needs and gaps analysis around prevention efforts for upper elementary. Upper elementary has been identified by the coalition as a priority population. We need to understand more about what is being offered and what the needs are so we do not duplicate efforts. This will help inform the next five years of prevention work.	\$ -	\$ 1,500.00	\$ 1,500.00
Total Contractual		\$ 7,200.00	\$ 1,500.00	\$ 8,700.00
SUB-TOTAL BEFORE INDIRECT		\$ 230,849.04	\$ 15,557.00	\$ 246,406.04
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			

Federal Negotiated Indirect cost rate				\$ -
CDPHE Negotiated Indirect Cost Rate	Gunnison County has a CY2023 CDPHE negotiated rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives, but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	\$ 11,240.96	\$ 678.00	\$ 11,918.96
De Minimis Indirect Cost Rate				\$ -
Total Indirect		\$ 11,240.96	\$ 678.00	\$ 11,918.96
TOTAL		\$ 242,090.00	\$ 16,235.00	\$ 258,325.00

CONTRACT MODIFICATION SUBMITTAL CHECKLISTContractor/Subrecipient Name Gunnison County Department of Health and Human Services All Contractor name occurrences and Secretary of State Status Summary Page match exactlyModification Routing # 2022*0148 Amendment #3 Original Routing # 2022*0148CORE # 2022*0148 or NO ENCUMBRANCEModification Start Date 7/1/2024 Modification End Date 6/30/2025SOW Modification Pre-Approval or Regents Pre-Review (AMD) - OnBase Approval # Enter # (if applicable)

Division Acronym PSD Unit Acronym MJ/CTC

Submitter Name Andrew Yancey Email Andrew.yancey@state.co.us

SOW Delegate Name Susan Thao Email Susan.Thao@state.co.us

Purpose(s) of Modification (Select all that apply) Scope of Work Budget Renewal No Cost Assignment Other If 'Other' Describe

<u>Modification</u> DOCUMENT TYPE	Select Only One		
	A	B	C
A. Amendment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Option Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>Modification</u> – DocuSign Backup Documents Include requested backup documents (as required) and contract in DocuSign envelope in order from 1-11.	Mark all that apply for the selected Document Type.		
	A	B	C
1. Contract Modification Quality Assurance Checklist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Contract Modification Submittal Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cover Page of original contract document and cover page of most recent assignment, if applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>If Subrecipient</u> , Pre-Award Financial Risk Assessment # (See Internal Audit Site) See FRMS (Renewal required each year)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Insurance Certificate(s) *** Insurance Policy Dates must be current on effective date of contract *** If Assignment, Certificate of Insurance (COI) for Assignee only. <u>NOT</u> required for Interagency Agreement or Intergovernmental Contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver - OnBase Approval ID# <u>Enter #</u> Insurance Waiver Type: <u>Enter Type of Waiver Granted</u>			
6. <input type="checkbox"/> Sole Source REVISION (Modification required when increased amount, change in SOW, or date change) <u>New PCS Sole Source Request #</u> <u>Enter PCU Request #</u> <u>New PCS Sole Source Term</u> <u>Select SS Term Start Date</u> to <u>Select SS Term End Date</u> <u>New NPSS1 #</u> <u>Enter NPPSS1 #</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Secretary of State Status Summary Page (Amendment or Option Letter for a new term) (Must state the entity is in 'good standing') (If Assignment, SOS for Assignee only; <u>NOT</u> required for Interagency Agreement, Intergovernmental Contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If 'Doing Business As' (dba), Secretary of State Status Summary Page for <u>dba</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Signature Authority Letter or Corporate Documentation (If contract signed by other than apparent authority) (See OSC Policy Signature Authority Delegation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. SAM Exclusion Summary Page (Record verified and no exclusions/restrictions) (See SAM Verification Guidance) (If Assignment, SAM for Assignee only; <u>NOT</u> required for Interagency Agreement Contract or LPHA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Contract Modification (cover page, signature page, main body)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Contract Modification Exhibits (as shown on cover page of modification being submitted)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p style="text-align: center;">CMS RECORD Required for contracts \$100,000 over the life of the contract</p>	<p style="text-align: center;">(X) = Completed</p>
1. Record Type – Record type chosen is ‘Modification’.	<input type="checkbox"/>
2. Linked Record – Record is linked to the Master Record ONLY.	<input type="checkbox"/>
3. Record Title – Title follows the naming convention for a Modification to a Master Record.	<input type="checkbox"/>
4. Data Field: Vendor Name – Has been selected in the ‘Contractor/Vendor’ field.	<input type="checkbox"/>
5. Data Fields: If this Modification is to renew or extend a contract, has the contractor’s work to date been certified as complying with the terms of the contract AND the Master CMS contract record updated? Choose ‘Yes’ when renewing or extending the expiration date and enter ‘Yes’ in the corresponding field in the Master Record. If the Modification is not to renew or extend , choose ‘N/A’ and do not make any changes in the corresponding field in the Master Record.	<input type="checkbox"/>
6. Data Field: Certification – If applicable, enter date of MOST RECENT annual certification of contractor work – If contract has been renewed or extended , enter expiration date of the contract. We are using the expiration date of the contract to represent the last contractor performance evaluation of the contract period (quarterly or 3x per year). If the Modification is not to renew or extend , leave blank. If the corresponding field in the Master Record is set to ‘Yes’ as a result of a previous renewal/extension, do not change it.	<input type="checkbox"/>
7. Data Fields: All other relevant data fields are completed per CDPHE protocol.	<input type="checkbox"/>
8. Update Master Record – Cumulative Dollar Amount, Latest Performance End Date, and Recertification data fields have been updated as applicable.	<input type="checkbox"/>

NOTES:
<p>Click here to enter text</p>

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT 2022*0148
ROUTING NO.

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health
Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
for the use and benefit of the Gunnison County Department
of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACT MADE DATE: 4/12/2021

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

STATUTORY AUTHORITY: Not Applicable

This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2021,
whichever is later. The contract shall end on 06/30/2022.

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:

CONTRACT PRICE NOT TO EXCEED: \$222,342.00

RFA 32714

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS: \$222,342.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

OTHER FUNDING DOLLARS:

N/A

Specify "Other":

LAW SPECIFIED VENDOR STATUTE:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

N/A

FY22: \$222,342.00

:

STATE REPRESENTATIVE:

:

Ali Maffey
VIP-MHP Branch

:

Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

:

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:

Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

FRMS Data on Demand Solution

Select an Agency Name to view activities and current risk rating.
[Click here](#) to view FRMS Activity Documents.

Agency Name	Current Risk Rating	Supporting Documents ▾
Gunnison County Department of H...	Low	Not Required

Agency Name: Gunnison County Department of Health & Human Services (1) ▾

Agency Name ▾	Assessment Type	Assessor Name	Completion Date	Identified Concern(s)	Assessment Type
Gunnison County Departmen...	Invoice Sample	Celeste White	Aug 1, 2013	None	Invoice Sample
Gunnison County Departmen...	Invoice Sample	Celeste White	Mar 1, 2014	None	Invoice Sample
Gunnison County Departmen...	Questionnaire	Celeste White	Sep 1, 2014	N/A	Questionnaire
Gunnison County Departmen...	Site Visit	Celeste White	Oct 14, 2014	None	Site Visit
Gunnison County Departmen...	Questionnaire	Celeste White	Nov 23, 2015	N/A	Questionnaire
Gunnison County Departmen...	Site Visit	Kevin Slevin	Jul 26, 2017	None	Site Visit
Gunnison County Departmen...	Invoice Sample	Corrina Quintana	Jul 16, 2018	None	Invoice Sample
Gunnison County Departmen...	Questionnaire	Kevin Slevin	May 22, 2017	N/A	Questionnaire
Gunnison County Departmen...	Questionnaire	Corrina Quintana	Jul 16, 2018	None	Questionnaire
Gunnison County Departmen...	Site Visit	Corrina Quintana	No data	None	Site Visit
Gunnison County Departmen...	Desk Review	Kimra Coons	Dec 20, 2019	None	Desk Review
Gunnison County Departmen...	Invoice Sample	Celeste White	Nov 23, 2015	None	Invoice Sample
Gunnison County Departmen...	Questionnaire	Celeste White	Oct 1, 2013	N/A	Questionnaire
Gunnison County Departmen...	Site Visit	Celeste White	Nov 14, 2012	None	Site Visit



GUNNISON, COUNTY OF

Unique Entity ID NSN9FAGKEDJ9	CAGE / NCAGE 38YT2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 5, 2025	
Physical Address 200 E Virginia AVE Gunnison, Colorado 81230-2248 United States	Mailing Address 200 E. Virginia Avenue Gunnison, Colorado 81230-2248 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 03	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Feb 9, 2024	Submission Date Feb 6, 2024	Initial Registration Date Apr 27, 2005
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Dec 31, 1877	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information


Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 38YT2

Points of Contact

Electronic Business

 DEBBIE DUNBAR	221 N. Wisconsin Gunnison, Colorado 81230 United States
Perry Solheim, CFO	200 E. Virginia Avenue Gunnison, Colorado 81230 United States

Government Business

 Perry Solheim	200 East Virginia Avenue Gunnison County Housing Authority Gunnison, Colorado 81230 United States
Perry Solheim, CFO	200 E. Virginia Avenue Gunnison, Colorado 81230 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	921190	Other General Government Support

Disaster Response

This entity does not appear in the disaster response registry.

CONTRACT AMENDMENT #3**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2022*0148
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison, CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, CO 81230-2333	Amendment Contract Number: 2022*0148 Amendment #3
Contract Performance Beginning Date: July 1, 2021	Current Contract Expiration Date: June 30, 2025
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	\$0.00	\$222,342.00	\$0.00	07/01/2021 – 06/30/2022	\$222,342.00
Amendment #1	2022*0148 Amendment #1	\$0.00	\$237,069.00	\$0.00	07/01/2022 – 06/30/2023	\$237,069.00
Amendment #2	2022*0148 Amendment #2	\$0.00	\$242,084.00	\$0.00	07/01/2023 – 06/30/2024	\$242,084.00
Amendment #3	2022*0148 Amendment #3	\$0.00	\$242,090.00	\$0.00	07/01/2024 – 06/30/2025	242,090.00
Current Contract Maximum Cumulative Amount						\$943,585.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR</p> <p>Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by: <i>Matthew Birnie</i> DF57D9FBAE8C463...</p> <p>By: Signature</p> <p>Matthew Birnie</p> <hr/> <p>Name of Person Signing for Contractor</p> <p>County Manager</p> <hr/> <p>Title of Person Signing for Contractor</p> <p>Date: <u>2024-06-04</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p>Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by: <i>Chelsea Gilbertson</i> 2G13912416524B1...</p> <p>By: Signature</p> <p>Chelsea Gilbertson</p> <hr/> <p>Name of Executive Director Delegate</p> <p>Director of Procurement and Contracts</p> <hr/> <p>Title of Executive Director Delegate</p> <p>Date: <u>2024-06-04</u></p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jannette Scarpino
8CA04B14546748A...

By: Signature

Jannette Scarpino

Name of State Controller Delegate

Chief Financial Officer

Title of State Controller Delegate

Amendment Effective Date: 2024-06-04

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or July 1, 2024 whichever is later, and shall terminate on the termination of the Contract or June 30, 2025 whichever is earlier.

4. PURPOSE

The Parties enter into the agreement to Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

The Parties now desire to renew for an additional term and change the current Contract Maximum Total; for the following reason: to continue services and update the Statement of Work (SOW) for a new fiscal year.

5. MODIFICATIONS

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit B, Statement of Work of the agreement. Exhibit B, Statement of Work is deleted and replaced in its entirety with Exhibit B Statement of Work attached to this amendment for the following reason: to remove Primary Activity #2 and the corresponding sub-activities in the SOW and replacing it with the FY25 renewal year Primary Activity #2 and its corresponding sub-activities; delete Primary Activity #3 and the corresponding sub-activities; and add requirement #42 to the Standards and Requirements section.
- D. The Parties now agree to modify Exhibit, C, Budget of the agreement. Exhibit, C, Budget is deleted and replaced in its entirety with Exhibit, C, Budget attached to this Amendment for the following reason: add funds for the renewal period.

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.

STATEMENT OF WORK
To Original Contract Number: 2022*0148

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

I. Entity Name: Gunnison County

II. Project Description:

This project serves to improve the health of all Coloradans by reducing substance misuse among youth through uses of Marijuana Tax Cash Funds. The Colorado Department of Public Health and Environment (CDPHE) prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces risk and increases protective factors that are also linked to long-term reductions in violence and suicide, in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state will implement the following:

1. Organize a group of youth, families, professional Coalition Members, in addition to formal and informal leaders;
2. Build the capacity of Coalition Members to
 - a. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or that buffer someone from the risks of a problem behavior) among the youth in their communities;
 - b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
 - c. identify funding for the selected strategies;
 - d. implement those strategies aligned to best practices; and
 - e. evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement:** Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members:** Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of

participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Assessment:** The Community Assessment is a process where communities use data from their Geographic Area of Focus (or larger region/state when local data is not available) that identifies gaps in prevention to reduce risk and increase protective factors that improve youth health outcomes. The Community Assessment also includes assessing available resources within the Geographic Area of Focus to implement a comprehensive Prevention Science approach. The resources assessed indicate both need and readiness or capacity to reduce risk or increase protection.
7. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally a comprehensive prevention approach when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
8. **Communities That Care (CTC) Model:** The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 Phases of implementation with milestones outlined for each phase:
 - Phase 1: Get Started
 - Phase 2: Get Involved
 - Phase 3: Develop Community Profile
 - Phase 4: Create a Plan
 - Phase 5: Implement and Evaluate
9. **CTC Community Mobilizer:** The CTC Community Mobilizer is responsible for supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
10. **CU Anschutz:** University of Colorado Anschutz Medical Campus
11. **DCJ:** Division of Criminal Justice
12. **DfC:** Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
13. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
14. **FTE:** Full Time Equivalent staff.
15. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
16. **HKCS:** Healthy Kids Colorado Survey
17. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.

18. **OBH:** Office of Behavioral Health at the Colorado Department of Human Services
19. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.
20. **Primary Prevention:** As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
21. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
22. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
23. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
24. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
 - 1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
 - 2) Skills: Teach young people the skills they need to succeed
 - 3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
 - 4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
 - 5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
25. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
26. **State-funded programs:** Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
27. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.

28. TGYS: Tony Grampas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.	
Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones of Phases 1 in addition to 2 of the Communities That Care (CTC) Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall facilitate diverse Coalition Members to serve on the key leader board in addition to community board. 4. The Contractor shall provide a list of middle schools in addition to high schools in their Geographic Area of Focus to the University of Colorado Anschutz Medical Campus (CU Anschutz) Healthy Kids Colorado Survey (HKCS) team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall facilitate leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall facilitate leaders of state-funded opioid prevention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall facilitate leaders of state-funded opioid intervention projects within the Geographic Area of Focus to participate in the CTC process. 8. The Contractor shall perform as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 9. The Contractor shall record a report sharing agreement with local schools to receive HKCS scaled risk as well as protective factor reports once every two (2) years. 10. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth in addition to sustainability to address Prevention Science. 11. The Contractor shall use group facilitation skills as well as tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 12. The Contractor shall facilitate the Coalition Member's development through the milestones of Phases 1 and 2 in the CTC Model.

	<ol style="list-style-type: none"> 13. The Contractor shall build Coalition Members’ capacity to implement Prevention Science approaches within the community. 14. The Contractor shall implement milestones from Phases 1 in addition to 2 needed to support Coalition Member progress in achieving milestones from Phases 3-5. 15. The Contractor shall facilitate a minimum of one (1) Coalition Member meeting per month. 16. The Contractor shall complete the CTC milestones tool. 17. The Contractor shall distribute community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 18. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 19. The Contractor shall train Coalition Members to expand community outreach. 20. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 21. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 22. The Contractor shall implement changes identified in the equity assessment. 23. The Contractor shall attend all cross-site evaluation activities required by the External Evaluation Entity. 24. The Contractor shall schedule training in addition to technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 25. The Contractor shall document progress on this primary activity in addition to alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
<p>Primary Activity #2</p>	<p>The Contractor shall document progress on the CAP Part 2.</p>
<p>Sub-Activities #2</p>	<ol style="list-style-type: none"> 1. The Contractor shall document implementation of any Primary Prevention strategies and programs focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided guidance. 3. The Contractor shall document successes encountered by Coalition Members while implementing CAP Part 2 strategies and programs. 4. The Contractor shall document challenges encountered by Coalition Members while implementing CAP Part 2 strategies and programs. 5. The Contractor shall review CAP Part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 6. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 7. The Contractor shall document Primary Prevention strategy and program updates in the CAP Part 2. 8. The Contractor shall implement quality improvements to the CAP Part 2 that align with outcome-focused planning. 9. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community.

	<p>10. The Contractor shall revise the CAP Part 2 implementation to adjust for issues identified through an equity impact assessment.</p> <p>11. The Contractor shall update the CTC milestones tool for Phase 5.</p> <p>12. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template.</p> <p>13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2.</p> <p>14. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor the documents and website content for updates and comply with all updates. COFP Website English - https://bit.ly/COFP_English COFP Website Spanish - https://bit.ly/COFP_Spanish 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- in addition to federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: https://www.communitiesthatcare.net/programs/ctc-plus/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, other Coalition Members engaged in CTC based on guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer to demonstrate the skills identified in the CTC Community Mobilizer job description in addition to the skills assessment. 13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the Coalition Members engaged in the CTC Model.

	<ol style="list-style-type: none">14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting.15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training in advance of launching CTC Model in their communities.16. The Contractor shall require that all CTC Community Mobilizers using the CTC Model are working with a CTC coach in advance of launching CTC Model in their communities.17. The Contractor shall adhere to all CTC Plus license agreement requirements.18. The Contractor shall facilitate the CTC Coalition toward implementation in addition to improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference.19. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.20. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE.21. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS.22. The Contractor shall use training in addition to technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2.23. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rKx-Wr-UJ/view24. The Contractor shall develop a Community Assessment in collaboration with the existing local community health assessment required in the Public Health Act of 2008.25. The Contractor shall provide Coalition Member meetings with access to these items:<ol style="list-style-type: none">a. convenient location,b. meetings held at a convenient time that does not conflict with work and school schedules,c. available public transportation,d. childcare accessibility,e. interpretation needs,f. food,g. accessible facilities that are inclusive for all coalition members.26. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time.27. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating.28. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for
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	<p>development in addition to quality improvement that will support program outcomes.</p> <p>29. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, in addition to other trainings as identified by CDPHE.</p> <p>30. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources</p> <p>31. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP.</p> <p>32. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: https://thinkculturalhealth.hhs.gov/clas/standards</p> <p>33. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns.</p> <p>34. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/</p> <p>35. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE.</p> <p>36. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following:</p> <ol style="list-style-type: none">How the gift card inventory is tracked and maintained;Gift card storage and safeguards against theft;The primary person responsible for securing and distribution gift cards;A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. <p>37. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers in addition to other staff within two (2) weeks of any staffing change.</p> <p>38. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices.</p> <p>39. CDPHE will review and provide feedback on best practices for Parts 1 in addition to 2 of the Community Action Plan within twenty (20) business days.</p> <p>40. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 in addition to 2 of the Community Action Plan prior to strategy and program implementation.</p>
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	<p>41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.</p> <p>42. The Contractor shall comply with the CDPHE Nondiscrimination Policy Statement. This information is located on CDPHE website https://cdphe.colorado.gov/about-cdphe/nondiscrimination-policy-and-resources and is incorporated and made part of this Contract by reference.</p>	
Expected Results of Activity(s)	<p>Maintain high-capacity groups of Coalition Members who are ready to drive decision-making throughout the community to support advancing health equity in their Geographic Area of Focus, including the Social Development Strategy. Coalition Members lead the following:</p> <ol style="list-style-type: none"> 1. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or buffer someone from the risks of a problem behavior) among the youth in their communities; 2. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth; 3. identify funding for the selected strategies; 4. implement those strategies aligned to best practices, 5. evaluate the impact of chosen strategies, 	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Progress report on primary activities using a CDPHE approved template. 	
		Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template. 	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within fifteen (15) calendar days of discovery of a compliance issue. Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org		
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148		
Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	\$ 89,916.00	\$ 20,468.00	75.00%	\$ 82,788.00
					\$ -
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth.	\$ 34.50	\$ 8.00	208.00	\$ 8,840.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	\$ 40.00	\$ 15.00	260.00	\$ 14,300.00
Prevention Programs Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion. Supports the community mobilizer with key leader board meetings and coalition meetings including managing contact lists, agendas, communication through social media and website, and logistics.	\$ 33.00	\$ 14.00	780.00	\$ 36,660.00
Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups.	\$ 28.50	\$ 8.00	884.00	\$ 32,266.00

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email		Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org	
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email		Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number		CT FHLA 2022*0148	
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation of the GCSAPP strategic plan.	\$ 32.00	\$ 4.50	520.00	\$ 18,980.00
Total Personal Services (including fringe benefits)					\$ 193,834.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Conference Registration - coalition members <i>(participant support cost)</i>	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. * <i>excluded from indirect.</i>	\$ 325.00	\$ 3.00	\$ 975.00	
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	\$ 325.00	\$ 1.00	\$ 325.00	
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	\$ 387.04	\$ 1.00	\$ 387.04	
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x \$12pp = \$2,160). 6 coalition meetings per year (20 people x \$15pp = \$1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	\$ 1.00	\$ 3,960.00	\$ 3,960.00	
Incentives <i>(participant support cost)</i>	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. \$30 per person x 10 persons x 6 events. * <i>excluded from indirect</i>	\$ 300.00	\$ 6.00	\$ 1,800.00	
Computer Costs	We pay monthly computer costs to the county \$300/mo. per computer - costs 2.5 FTE	\$ 750.00	\$ 12.00	\$ 9,000.00	
Phone Costs	Monthly phone costs for the county are \$35/mo. per phone - costs 2.5 FTE	\$ 87.50	\$ 12.00	\$ 1,050.00	
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$50 per month.	\$ 50.00	\$ 12.00	\$ 600.00	
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . \$182/mo. Based on cost of monthly newspaper ads.	\$ 182.00	\$ 12.00	\$ 2,184.00	

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org		
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148		
Equity Lab/Training	4 in person equity lab/trainings . \$250 x 4 = \$1000. \$250 per session to cover the cost of facilitation/materials and food at \$10pp x 10 = \$100 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	\$ 350.00	\$ 4.00	\$	1,400.00
Total Supplies & Operating					\$ 21,681.04

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**Original Contract Routing # 2022*0148**

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org	
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148	
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage - Staff	Mileage, paid at the IRS mileage rate of \$0.67 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (900 miles RT x .67 x 4)	\$ 0.67	3600.0	\$ 2,412.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 1 rooms)	\$1,407	1.00	\$ 1,407.00
Lodging - Coalition Members <i>(participant support cost)</i>	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ \$195 per night x 3 rooms) <i>*Excluded from indirect.</i>	\$ 2,187.00	1.00	\$ 2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full day at \$76 = \$266) x 1 Community Mobilizer x 2 trips <i>and</i> (2 travel days at \$57 + 2 full days at \$76 = \$266) x 1 trip x 2 staff	\$ 1,064.00	1.00	\$ 1,064.00
Meals - Coalition Members <i>(participant support cost)</i>	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 = \$266) x 4 coalition members <i>*excluded from indirect.</i>	\$ 1,064.00	1.00	\$ 1,064.00
Total Travel				\$ 8,134.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at \$20/hr.	\$ 20.00	260.0	\$ 5,200.00
Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. \$500 x 4 secondary school sites.	\$ 500.00	4.0	\$ 2,000.00
Total Contractual				\$ 7,200.00

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**Original Contract Routing # 2022*0148**

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7396, emirza@gunnisoncounty.org
Budget Period	July 1, 2024 through June 30, 2025	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148
SUB-TOTAL OF DIRECT COSTS			\$ 230,849.04
Indirect			
Item	Description of Item	Total Amount Requested from CDPHE	
Federally-Negotiated Indirect Cost Rate			
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CY2023 CDPHE negotiated rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives, but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	\$ 11,240.96	
De minimis Indirect Cost Rate			
Total Indirect			\$ 11,240.96
TOTAL			\$ 242,090.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Concrete Conserva

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: C&L Water Solutions

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This contract is for manhole and sewer line rehabilitation to reduce Inflow and Infiltration in the sewer main system.

Fiscal Impact: \$49,305

Submitted by: Martin Schmidt

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 15th day of March, 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 Concrete Conservation LLC, whose address is 6300E 58th Ave Unit D Commerce City CO 80022 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services regarding Sewer Rehabilitation. (“Services”) 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. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31st, 2025, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Sewer Main Infiltration Reduction strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed forty-nine thousand, three-hundred five and No/100 U. S. Dollars (\$49,305.00). 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 in this Agreement.

5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- 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. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS \$100,000 or more.]]

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon 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.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

21. NOTICES.

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

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

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

Contractor: C&L Solutions
12249 Mead Way
Littleton, CO 80125

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

24. ENTIRE AGREEMENT.

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

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

25. RECORDS.

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.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 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: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy Clerk

C&L Solutions

By: Whitney Schulte

Name: Whitney Schulte, Contracting & Attesting Officer

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services as Identified in C&L Water Solutions Proposal dated August 22, 2024, attached.

12249 Mead Way, Littleton, CO 80125
303.791.2521 phone 303.791.2524 fax

1178 West 17th Street, Marriott-Slaterville, UT 84404
303.791.2521 phone 303.791.2524 fax



PROPOSAL

DATE: August 22, 2024
CUSTOMER NAME: Gunnison County
ATTN: Jordan Brink
JOB NAME: 2025 Infiltration Repairs

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Chemical Grout Mobilization	1	LS	\$14,400.00	\$14,400.00
2	Chemical Grout Injections (laterals & joints)	13	EA	\$2,685.00	\$34,905.00
BID TOTAL					\$49,305.00

NOTES:

Grout Injections Includes: grout injection to stop water inflow at joints and laterals.

Exclusions: traffic control, permit fees, water access for installation, grouting on lines with cleanouts (we can attempt but may be unsuccessful - typically need 2 manholes) and lateral grouting over 3 LF (grout packer will grout about 3 LF up into the lateral)

Completion Date: August 30, 2025

TERMS & CONDITIONS:

100% due and payable on the 10th of the month following billing date
Price good for 30 days from date of proposal
If C&L Water Solutions, Inc performs the above work, or any part thereof, including change orders, for the undersigned or his agent and litigation ensues for its payment: the undersigned will pay the debt plus all of collection, including interest at a rate of 18% per annum and attorneys fees.

SIGNATURE: _____
Insituform Technologies LLC dba C&L Water Solutions

DATE: _____

PRINTED NAME: _____

CUSTOMER APPROVAL: _____

DATE: 2/18/25

PRINTED NAME: Martin Schmidt

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution Authorizing ATV, OHV, and

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This resolution is for the exemption for the use of OHV/ATV's on County Road 3 from the Town of Marble boundary to the US Forest Service boundary.

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 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 25-_____

A RESOLUTION AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION
OF COUNTY ROAD #3

WHEREAS, the Board finds that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately one and a half (1.5) miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, *A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3*; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, upon the expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no

longer be allowed on the subject County road; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, on May 16, 2023, the Board adopted Resolution No. 23-12, extending Resolution No. 21-12 until December 31, 2023; and

WHEREAS, on April 19, 2024, the Board adopted Resolution No. 24-17, extending Resolution No. 21-12 until December 31, 2024;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to make Resolution No. 21-12 permanent, unless or until a future Board decides otherwise; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, the Board finds that continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles

and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

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

1. Resolution No. 21-12, *A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3* recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, and all prior Resolutions as to this subject matter, shall be and hereby is amended to be in full force and effect unless amended or repealed by further Resolution of this Board;

2. The use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

3. This Resolution shall remain in full force and effect unless repealed, amended or otherwise modified by subsequent Resolution or Ordinance adopted by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of March, 2025.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Laura Puckett Daniels, Chairperson

By _____
Elizabeth Smith, Commissioner

By _____
Jonathan Houck, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Impact Assistance; Colorado Par

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Parks and Wildlife

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Colorado Parks and Wildlife Impact Assistance Grant for payment in lieu of taxes.

Fiscal Impact:

Submitted by: Vicki Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

Memo

To: Holly Perry
From: Vicki Hildreth
Date: February 12, 2025
Re: Colorado Parks and Wildlife - Impact Assistance Grant Application

Attached please find the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife (CPW). **The application requires one County Commissioner name and signature. This application must be received by Colorado Parks and Wildlife by March 7th, 2025.** Applications received after this date will not be processed.

Email submission is preferred; send the completed and signed application to:
krista.frank@state.co.us

Alternately, applications may be submitted by mail to:
Colorado Parks and Wildlife
Real Estate Section
6060 Broadway Denver, CO 80216
Attn: Krista Frank, IAG Application

Once the signed original application has been emailed or mailed to CPW, please return a copy of the signed application to both the Assessor's Office and the Treasurer's Office.

Complete information about this application can be found at:

<https://cpw.state.co.us/impact-assistance-grants>

Here are some of the specifics about the application:

The following information is required for the application to be accepted by the CPW:

- 1) *On the Cover Page:*
 - a) *Date*
 - b) *One County Commissioner name & signature*
 - c) *Name and Email address of person filling out the application*
- 2) *On the Application pages:*
 - a) *Parcel(s)/Schedule(s) #'s*
 - b) *Assessed Value Per Acre*
 - c) *Mill Levies*

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) R002082, R045547

Tax Area 100

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	2	\$110.00	\$220.00
	14	\$110.00	\$1,540.00
	_____	\$51.00	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Total Acres	16		Combined Total \$1,760.00

Total Mill Levy for this Taxing Area 51.57500000

**Total WILDLIFE Amount Requested
for this Taxing Area \$90.77**

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) R004142, R004196, R014482

Tax Area 400

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	\$0.00
	_____	_____	_____
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	_____
Dry Farm	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Grazing	1	\$30.00	\$30.00
	2	\$30.00	\$60.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$0.00
Waste	2	\$10.00	\$20.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$0.00
Total Acres	5		Combined Total \$110.00

Total Mill Levy for this Taxing Area 61.84200000

Total WILDLIFE Amount Requested for this Taxing Area \$6.80

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826;
R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369;
R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140)
R009669, R031623

Tax Area 601

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135	\$110.00	\$14,850.00
	376	\$80.00	\$30,080.00
	295	\$60.00	\$17,700.00
	204	\$110.00	\$22,440.00
	4	\$110.00	\$440.00
	3	\$60.00	\$180.00
	180	\$110.00	\$19,800.00
	57	\$60.00	\$3,420.00
	237	\$110.00	\$26,070.00
	43	\$110.00	\$4,730.00
Grazing	10589	\$10.00	\$105,890.00
	1097	\$10.00	\$10,970.00
	142	\$10.00	\$1,420.00
	959	\$10.00	\$9,590.00
	171	\$20.00	\$3,420.00
	684	\$10.00	\$6,840.00
	546	\$10.00	\$5,460.00
	2	\$10.00	\$20.00
	160	\$10.00	\$1,600.00
	160	\$10.00	\$1,600.00
	143	\$10.00	\$1,430.00
	10	\$10.00	\$100.00
	3	\$20.00	\$60.00
	15	\$10.00	\$150.00
	40	\$10.00	\$400.00
40	\$10.00	\$400.00	
Waste	138	\$10.00	\$1,380.00
	14	\$10.00	\$140.00
	23	\$10.00	\$230.00
Total Acres	16470		Combined Total \$290,810.00

Total Mill Levy for this Taxing Area 52.22100000

Total WILDLIFE Amount Requested for this Taxing Area \$15,186.39

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) R030915

Tax Area 609

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	238	\$10.00	\$2,380.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Total Acres	238		Combined Total \$2,380.00

Total Mill Levy for this Taxing Area 50.38000000

Total WILDLIFE Amount Requested for this Taxing Area \$119.90

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) R015677, R014082, R014379

Tax Area 617

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Irrigated Meadow	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Dry Farm	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Grazing	1	\$30.00	\$30.00
	17	\$30.00	\$510.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Forest Ag	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Waste	42	\$10.00	\$420.00
	_____	_____	\$0.00
	_____	_____	\$0.00
	_____	_____	\$0.00
Total Acres	60		Combined Total \$960.00

Total Mill Levy for this Taxing Area 55.33700000

**Total WILDLIFE Amount Requested
for this Taxing Area \$53.12**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison Area Plan contract amendment with Design Workshop

Fiscal Impact: 6635

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/24/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/24/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

On January 17, 2024, the Board of County Commissioners of the County of Gunnison, Colorado, ("Gunnison County"), the City of Gunnison, Colorado ("City"), and Design Workshop, Inc. ("Contractor"), (collectively "Parties"), entered into a Professional Services Agreement ("Agreement") for planning development on the Three Mile Plan as described in the Agreement.

This Amendment to the Agreement amends "Services" in the Recitals of the Agreement by increasing the Scope of Work, amends Paragraph 2 to extend the termination date of the Agreement to April 30, 2025, and amends Paragraph 4 of the Agreement to change the total compensation not to exceed \$70,000.00 to total compensation not to exceed \$76,635.00. This Amendment to the Agreement amends Recitals, Paragraph 2 and Paragraph 4 of the Agreement by replacing them entirely with the following:

RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work Memorandum attached to the Agreement and incorporated therein by reference as Appendix "A" and to provide additional professional services as identified as additional scope in the January 29, 2025, Proposed Contract Amendments Memorandum attached hereto and incorporated herein by this reference as Appendix "B." ("Services").

Gunnison County and the City desire to engage Contractor to provide Services according to the Agreement and this Amendment.

2. TERM.

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

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

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, Gunnison County shall pay Contractor fees not to exceed **\$76,635.00**. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

a. The City and Gunnison County agree to the scope set forth in Appendix A of this Agreement, and in consideration and exchange for Contractor's performance of the Services, the City and Gunnison County shall pay Contractor fees as more specifically not to exceed **\$76,635.00**, in the amounts and terms that follow:

1. The City shall pay a total of **\$16,970.00** and
2. The County shall pay the remainder.

b. Payment shall be made by Gunnison County and by the City to Contractor within 45 days of receipt of invoices issued to both Gunnison County and the City, with Gunnison County and the City each obligated to pay one-half (1/2) of the invoice amount. Once the City has completed its payment obligation as set forth above, Contractor will direct invoices to Gunnison County only, and Gunnison County shall be solely responsible for paying such invoice(s).

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

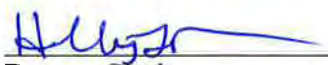
All remaining provisions of the Agreement remain the same.

This Amendment is effective when executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement by their duly authorized officers or representatives as of the date shown below.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:  Dated: 2/24/25
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk



CITY OF GUNNISON

By:  Dated: 02/20/2025
Amanda Wilson, City Manager

CONTRACTOR

By: Jessica Garrow Dated: February 14, 2025
Its: Jessica Garw, FAICP Principal, Design Workshop

APPENDIX B

hiDESIGNWORKSHOP

MEMORANDUM

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design
designworkshop.com

To: Gunnison County
From: Design Workshop: Jessica Garrow and Reilly Thimons
Date: January 29, 2025
Project Name: Gunnison Three-Mile Plan
Subject: Proposed Contract Amendments
Copy To: File

Memo Purpose

This memo is meant to serve as an outline of additional outstanding items that Design Workshop will support the County of Gunnison on developing. Currently, Design Workshop has **\$18,485.50, as of January 29, 2025**, left in the budget from the original contract amount of \$70,000. To date, the following invoices have been issued:

Task #	Task	Budget	Fee Invoiced to Date (through 12/31/24)	Remaining Fee (As of 12/31/24)
1.1	SKO and Project Initiation	\$ 3,340.00	\$ 3,340.00	\$0.00
1.2	Project Management	\$ 4,100.00	\$ 3,787.50	\$312.50
1.3	Past Plans Review	\$ 4,690.00	\$ 4,690.00	\$0.00
1.4	Work Session #1	\$ 3,460.00	\$ 3,460.00	\$0.00
1.5	Council and Commission Presentation #1	\$ 2,800.00	\$ 2,800.00	\$0.00
2.1	Three Mile Plan Development	\$ 14,000.00	\$ 14,000.00	\$0.00
2.2	Gunnison County Land Use Resolution	\$ 5,150.00	\$ 5,150.00	\$0.00
2.3	Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$ 5,815.00	\$ 1,427.00	\$4,388.00
2.4	Work Session #2	\$ 2,360.00	\$ 2,360.00	\$0.00
2.5	Council and Commission Presentation	\$ 3,240.00	\$ 2,000.00	\$1,240.00
3.1	Draft Three Mile Plan	\$ 6,290.00	\$ 2,750.00	\$3,540.00
3.2	Final Draft Gunnison County Land Use Resolution Amendments	\$ 6,660.00	\$ 5,750.00	\$910.00
3.3	Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$ 2,350.00	\$ -	\$2,350.00
3.4	Council and Commission Presentation #3 and Adoption	\$ 4,720.00	\$ -	\$4,720.00
	Reimbursables	\$ 1,025.00	\$ -	\$1,025.00
	Total	\$ \$70,000.00	\$ \$51,514.50	\$18,485.50

ALTERATIONS TO REMAINING SCOPE AND SCHEDULE

Based on our conversation on Wednesday, January 22, 2025, and changes and delays to the project timeline, the project is anticipated to now conclude by the end of April 2025. In line with this postponed timeline, it is our understanding that the following services identified below are desired. As such, additional scope for the supplemental services and timeline shift are required. Design Workshop anticipates an additional fee of \$6,635.00 to cover additional project management, deliverable updates (including GIS mapping), and rounds of edits within the updated timeline. Please note, based on this updated project direction, it is understood that additional services from Bo Nerlin of Devor & Plumhoff are not required under the proposed contract amendments.

Task #	Tasks with Remaining Scope	Proposed Changes	Remaining Contracted Fee (As of 12/31/24)	Proposed Fee
1.2	Project Management	Additional bi-weekly 1-hour project management meetings required through April 30, 2025. (7 meetings anticipated with 3 DW staff members)	\$312.50	\$4,197.5 (Additional \$3,885 requested)
2.3	Intergovernmental Agreement for the City of Gunnison and Gunnison County	The City and County have agreed to remove Task 2.3 from the Contract's scope of work and will conduct this work internally instead.	\$4,388.00	\$0.00
2.5	Council and Commission Presentation	Presentation will continue as planned and serve as a check in on updated project direction, Design Workshop will attend meeting in support of County staff to answer questions, no presentation from Design Workshop anticipated.	\$1,240.00	\$1,240.00
3.1	Draft Three Mile Plan	Changes to document structure reflecting updated LUR document, additional mapping and creation of GIS layers to illustrate 3-Mile Planning Area (UGB, Tiers 1-3, utilities, environmental considerations), and additional rounds of edits included.	\$3,540.00	\$10,678.00 (Absorbs Task 2.3 IGA \$4,388.00 remaining fee and proposes \$2,750 in additional mapping services)
3.2	Final Draft Gunnison County Land Use Resolution Amendments	Changes in client/project direction have required significant updates and additional rounds of revisions included.	\$910.00	\$4,285.00 (Absorbs Task 3.3 IGA, Reimbursables fee)
3.3	Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County	Scope of work removed per notes in Task 2.3. Fee reallocated to other tasks.	\$2,350.00	\$0.00
3.4	Council and Commission Presentation #3 and Adoption	Final presentation and additional rounds of edits included in updated fee for Task 3.4.	\$4,720.00	\$4,720.00
Reimbursables			\$1,025.00	\$0.00
Fee Remaining / Fee Proposed			\$18,485.50	\$25,120.50
Fee Differential				\$6,635.00

We look forward to discussing these proposed changes with you and are available to answer any questions you may have.

Sincerely,



Jessica Garrow, AICP
Principal-in-Charge

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 17th day of January, 2024 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein “Gunnison County”), the City of Gunnison, Colorado, whose address is 201 W. Virginia Avenue, Gunnison, Colorado 81230 (“City”), and Design Workshop, Inc. whose address is 22860 Two Rivers Road, Suite 102, , Basalt, Colorado., 81621 (herein “Contractor”).

RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work Memorandum attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Gunnison County and the City desire 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. 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 the City 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.

The Final Draft Gunnison Three-Mile Plan shall, at a minimum, describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area, in accordance with C.R.S 31-12-105(c)(1). Services will include an amendment to the Gunnison Three-Mile Plan/Urban Growth Boundary Intergovernmental Agreement between the City and Gunnison County.

The Gunnison Area Community Plan, Gunnison Three-Mile Plan, and associated Gunnison County Land Use Resolution amendments shall be complementary to each other and designed to operationalize the vision and policies of the Gunnison Area Community Plan. Additionally, the scope of work will inform and guide an updated Intergovernmental Agreement between the City and the County.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 30, 2024, unless sooner terminated or replaced as provided herein.

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

3. STRATEGIC RESULT.

Execution of this Agreement will assist the City and Gunnison County with their strategies to deliver high quality services in relation to planning adjacent to the current City boundary to the West and North Gunnison areas of the County, including the un-annexed area south of the Van Tuyl Ranch between City limits and the Gunnison River, and areas as outlined in the Gunnison County Strategic Plan, and the City of Gunnison Comprehensive Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, Gunnison County shall pay Contractor fees not to exceed **\$70,000.00**. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

- a. The City and Gunnison County agree to the scope set forth in Appendix A of this Agreement, and in consideration and exchange for Contractor's performance of the Services, the City and Gunnison County shall pay Contractor fees as more specifically not to exceed **\$70,000.00**, in the amounts and terms that follow:
 1. The City shall pay a total of **\$16,970.00** and
 2. The County shall pay the remainder.
- b. Payment shall be made by Gunnison County and by the City to Contractor within 45 days of receipt of invoices issued to both Gunnison County and the City, with Gunnison County and the City each obligated to pay one-half (1/2) of the invoice amount. Once the City has completed its payment obligation as set forth above, Contractor will direct invoices to Gunnison County only, and Gunnison County shall be solely responsible for paying such invoice(s).

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to the City and Gunnison County, listing the City and 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 the City and 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 City's or 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 City's or 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 City and 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 City and County, excluding Professional Liability and Workers Compensation policies, shall be provided if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the City and Gunnison 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 City or Gunnison 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 City or Gunnison 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 the City or Gunnison County. Contractor does not have any authority to bind the City or 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 the City or 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 the City and Gunnison County, its Council, 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 City and Gunnison 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 City and Gunnison County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the City and Gunnison 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 City and Gunnison County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the City and Gunnison 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 City and Gunnison County, unless the settlement includes an admission of wrongdoing, fault or liability by the City or Gunnison County, whether express or implied.

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

8. SOLE SOURCE CONTRACTS.

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract

relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to the City and Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or

activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the City or Gunnison County relies.

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- 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 City and Gunnison 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 the City or 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 they have 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 City or Gunnison County shall have the right, in their 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 City and Gunnison County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon 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.

15. OWNERSHIP OF PROPERTY.

All drawings, specifications and other work product, including those in electronic form, prepared by or through Contractor are the Instruments of Service for use solely with respect to this project. Contractor shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights. Contractor grants the City and Gunnison County a nonexclusive license to reproduce Contractor's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that City and Gunnison County shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The City and Gunnison County shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the City and Gunnison County's use and occupancy of the project. The City and Gunnison County shall be permitted to authorize its contractors, subcontractors and material

suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the City and Gunnison County on another project, except by agreement in writing between Contractor and City and Gunnison County. Neither City and Gunnison County nor any of its contractors or separate consultants shall make edits or changes to Contractor's Instruments of Service without the express written approval of Contractor. Any unauthorized use of or changes to the Instruments of Service without Contractor's consent shall be at the City and Gunnison County's sole risk and without liability to Contractor.

16. WARRANTIES.

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

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or

default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the City or Gunnison 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 City or Gunnison County. The City or Gunnison County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by 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.

21. NOTICES.

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

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

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

City: City Manager
City of Gunnison
201 W. Virginia Ave.
PO Box 239
Gunnison, CO 81230

Contractor: Design Workshop, Inc.
22860 Two Rivers Road
Suite 102
Basalt, CO 81621

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

22. GOVERNING LAW.

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

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the City or Gunnison County in the manner specified by the City or Gunnison County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between the City, Gunnison 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 City or Gunnison County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS.

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

26. PUBLIC RECORD.


To the extent not prohibited by state or federal law, this Agreement is potentially subject to

public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 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: 
Jonathan Houck, Chairperson


ATTEST:

Deputy Clerk



CITY OF GUNNISON

By: _____
Amanda Wilson, City Manager

CONTRACTOR

By: 
Its: Jessica Garrow, AICP
Principal, Design Workshop

APPENDIX "A"

SCOPE OF SERVICES

[ATTACH SCOPE OF WORK HERE]

[Faint handwritten signature or mark]

An aerial black and white photograph of a town and a river valley. In the foreground, a dense forest of evergreen trees borders a dark river. The middle ground shows a residential area with many small, rectangular buildings, possibly mobile homes, arranged in rows. A large, dark river flows through the center of the town. In the background, a wide valley opens up towards rolling hills. A large, white, stylized letter 'W' is painted on the side of a hill in the distance. The sky is filled with light, wispy clouds.

SCOPE OF
WORK

Scope of Work

Scope of Work

The following narrative describes a comprehensive list of services required for Design Workshop to complete the requested scope of work. While the following scope is organized in a linear manner, some of the tasks may proceed concurrently. The following scope of work is divided into three primary phases:

- Where are we now?
Understanding recent planning work.
- Where do we want to be?
Defining direction for the future.
- How will we get there?
Delivering a vision.

Phase 1: Where Are We Now - Understanding Recent Planning Work

Task 1.1 SKO and Project Initiation

Design Workshop will lead a Strategic Kick-Off (SKO) to ensure a common understanding of the project process and desired outcomes. We will facilitate the discussion to clearly establish the targeted objectives, critical success factors, deliverables, roles and responsibilities of team members, project schedule and quality assurance plan. We will dedicate time to discussing all three deliverables within the requested scope of work to understand overlap and efficiencies across project deliverables and phases.

Deliverables:

- One 2-hour

facilitated SKO meeting with staff.

- *Project Management tools including roles and responsibilities, schedule, communication methods, risk management, QA/QC schedule.*

- *Meeting agenda, facilitation materials, project draft framework document.*

Task 1.2 Project Management

Design Workshop strives to ensure quality through clear communication and dialogue with our clients. To facilitate efficient communication, we anticipate time for monthly or bi-weekly (every two (2) weeks) virtual progress meetings. The specific schedule will be determined at the SKO described in Task 1.1.

Deliverables:

- *Monthly project progress reports.*
 - *Project management meetings (up to eight, one-hour virtual meetings).*

Task 1.3 Past Plans Review

The Design Workshop team will review previous planning documents including the City of Gunnison 2030 Comprehensive Plan and the Subarea Plan (in addition to the 2007 City of Gunnison & Gunnison County Three Mile Plan, City of Gunnison Land Development Code, 2021 Housing Needs Assessment, Gunnison County Land Use Resolution, Gunnison County Board of Commissioners 2019 Strategic Plan, Draft 2024 CDOT Access Control Plan for Highway 50 and Highway 135, Adopted 2024 CDOT Access Control Plan for Highway 50 and Highway 135, City of Gunnison Infrastructure Plans, and One Valley Roadmap) and recent engagement efforts. We will complete a summary memo of these Past Plans to ensure the Design Workshop team understands the key policy direction. This document will also be used throughout the process to link the Three Mile Plan direction back to these policy documents.

Deliverables:

- *Summary Memo outlining meeting discussion and key goals and themes for the Three Mile Plan document, and necessary action items for updates to Gunnison County Land Use Resolution Amendment, and update to the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*

- *One round of edits is anticipated.*

Task 1.4 Work Session #1

To further refine findings we will meet with staff for a work session and develop of a matrix utilizing the engagement feedback to outline themes and goals for the Three Mile Plan. This will be an opportunity for the Design Workshop team and staff to dive deep on data needs, files, maps, etc. that will help support the development of scoped materials.

Staff may choose to include key stakeholders during part of the work session to provide additional and / or key insights for the development of the Three Mile Plan.

Deliverables:

- *One 2-hour facilitated work session focusing on planning documents and previous engagement.*
- *Meeting agenda, facilitation notes and materials.*

Task 1.5 Council and Commission Presentation #1

Based on the SKO and Work Session #1, Design Workshop will work with staff to prepare a presentation that will be shared the City of Gunnison and Gunnison County elected/appointed officials to introduce the project and outline expectations. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Phase 2: Where Do We Want to Be - Defining Direction For The Future
Task 2.1 Three Mile Plan Development

Design Workshop will utilize information and supporting documents and datapoints garnered through the SKO, Work Session #1 and discussion with decision-makers to draft a plan framework and delineate required exhibits. Design Workshop will share this framework for staff review and comment and will implement feedback to develop a 70% draft Three Mile Plan (formatting in word and questions for staff included). Comments will be provided by City and County reviewers in a comment tracking worksheet that is sent back to Design Workshop and which will be reviewed at during a comment resolution meeting.

Deliverables:

- *Draft framework.*
- *Draft Three Mile Plan maps provided in PDF format (four maps*

Task 2.2 Gunnison County Land Use Resolution

Design Workshop will work with staff, concurrently to the development of the Three Mile Plan, to highlight areas of the County Land Use Resolution that will require updates. At this

time, Design Workshop anticipates *(anticipated)*.

- *70% draft provided in Word.*
- *Comment tracking worksheet.*
- *Up to two (2) comment resolution meetings (two 1-hour virtual meetings).*

Task 2.4 Work Session #2

The Design Workshop team will review comments on the Three Mile Plan, Land Use Resolution and Intergovernmental Agreement and will facilitate a work session focusing on key changes and updates. Staff may

choose to include key stakeholders this will focus on updates to existing references to the Three Mile Plan and Annexation, including those related to locational and design considerations for Residential Subdivisions and Standards for Non-Residential Development (Section 10), Road System requirements (Section 12), and general Design Standards (Section 13). Design Workshop will provide an initial redlined draft of the Resolution to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined resolution.*
- *Comment tracking worksheet.*

Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will work with staff, and our subconsultant Devor & Plumhoff LLC, to update the Intergovernmental Agreement for the City of Gunnison and Gunnison County. Design Workshop will provide an initial redlined draft to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined*

Intergovernmental Agreement for the City of Gunnison and Gunnison County.

during part of the work session to provide additional and / or key insights for drafts submittals of these documents.

materials, meeting record.

Deliverables:

- *Comment tracking worksheet.*

- *One 2-hour facilitated work session focusing on comments to the Three Mile Plan and redlines to the Gunnison County Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*

- *Meeting agenda, facilitation*

Task 2.5 Council and Commission Presentation #2

Based on Work Session #2, Design Workshop will work with staff to prepare a presentation that will be shared with the elected/appointed officials of City of Gunnison and Gunnison County to provide project updates and solicit feedback on key decision points. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Scope of Work

Phase 3: How Will We Get There - Delivering a Vision

Task 3.1 Draft Three Mile Plan

Design Workshop will create a graphically engaging document to express the community vision and core values for the Three Mile Plan. The Plan will craft 6 to 8 goals and include corresponding objectives, strategies and actions. We anticipate this document will be a highly visual communication tool and include approximately 20-30 pages. We anticipate the Plan might include:

- A one-page Executive Summary.
- Existing Conditions Overview.
- Vision, Values and Goals.
- Land Use Development Patterns.
- Actions and Strategies.
 - Resp
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 - Timing and resource allocation.
 - Synth
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Design Workshop will document all data sources, findings, and recommendations in the form of a written plan document. We will provide a 90% complete draft for review by staff and select stakeholders

as appropriate. Comments will be provided by reviewers in a comment tracking worksheet. After conducting a final comment resolution meeting(s), if necessary, Design Workshop will update the draft and deliver a final document.

Deliverables:

- 90% draft document in PDF format.
- Refined Three Mile Plan maps in PDF format (four maps anticipated).

- Comment tracking worksheet.
- Up to two (2) comment resolution meeting x 2 (two 1-hour virtual meetings).
- Final Draft document in PDF.

Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Land Use Resolution delivered as a PDF document.

Deliverables:

- Final Document in PDF format.
- Comment tracking worksheet.

Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Intergovernmental Agreement for the City of Gunnison and Gunnison County delivered as a PDF document.

Deliverables:

- Final Document in PDF format.
- Comment tracking worksheet.

Task 3.4 Council and Commission Presentation #3 and Adoption

Based on the 90% Draft of the Three Mile Plan and the Final Drafts of the Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County, Design Workshop will work with staff to prepare a presentation and talking points that will be shared for adoption.

Design Workshop will attend virtually to present and facilitate conversation with the support of staff.

Our scope of work assumes the creation of typical Three Mile Plan maps. If additional mapping is desired, this can be completed for an additional service.

Deliverables:

- *One (1) Final Plan Presentation and talking points for adoption hearing with the City of Gunnison and Gunnison County.*

Optional Additional Services

In Person Meeting Attendance

Sometimes adoption can take longer than anticipated, or you need additional consultant attendance at a key milestone. If travel is needed to support in-person meetings, we have outlined the add-on service on a per trip basis.

GIS Data Creation

Our scope of work assumes that all GIS data layers that are needed for mapping are available from the City, County, or open data sources. If additional data layer creation is required, Design Workshop staff is able to support this as an additional service. An anticipated fee range is included as an additional service option, but would be specifically scoped at the time of the data request.

Additional GIS Mapping



SCHEDULE

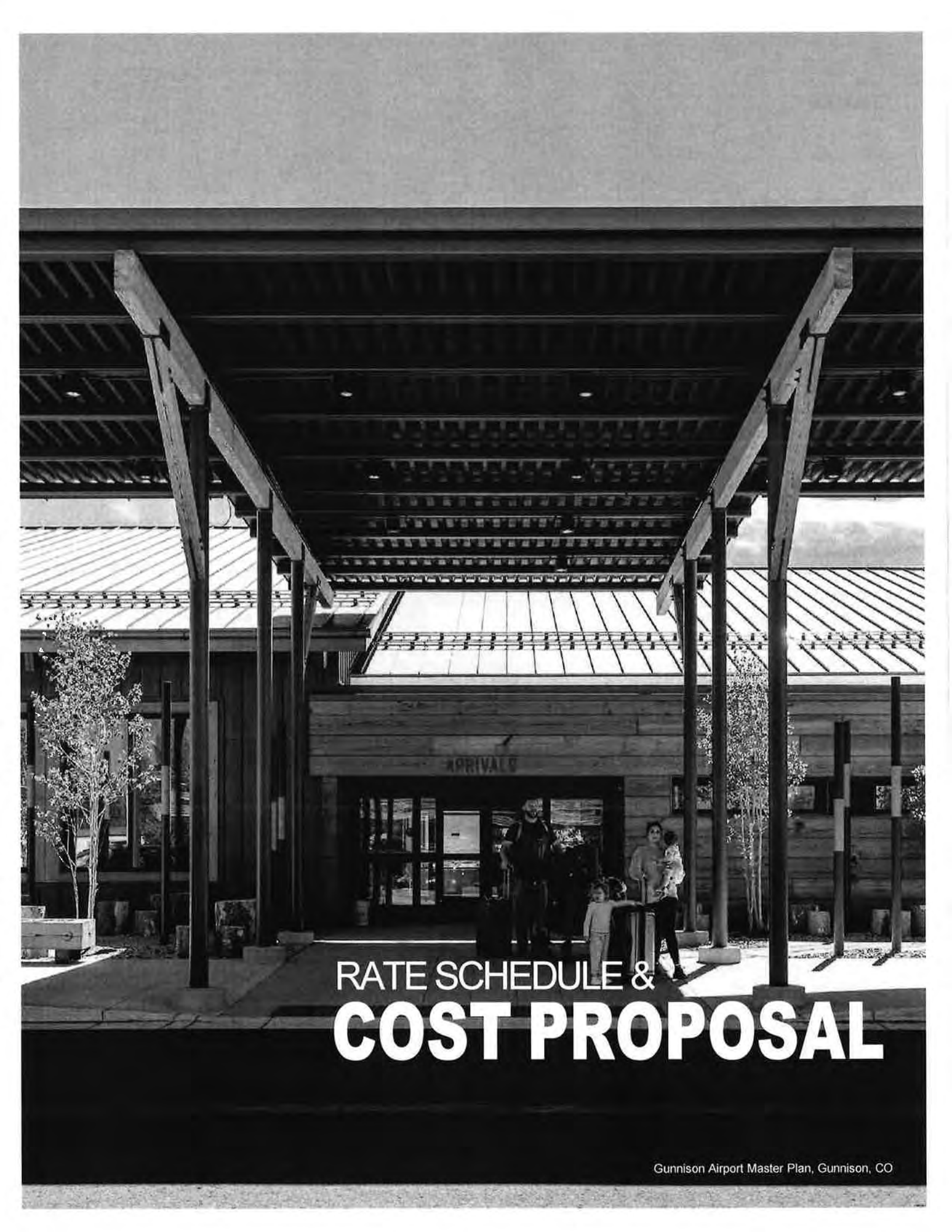
Schedule

Schedule

Design Workshop anticipates being able to start the work within a week of being awarded the contract. We understand the desire to complete the project within 6 months of the date of RFP, and have crafted a schedule to meet that timeline, with anticipated completion by March 2024.

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Phase 1: Where Are We Now - Understanding Recent Planning Work																				
Task 1.1 SKO and Project Initiation		○																		
Task 1.2 Project Management		○		○		○		○		○		○		○		○		○		○
Task 1.3 Past Plans Review					X															
Task 1.4 Work Session #1																				
Task 1.5 Council and Commission Presentation #1						○														
Phase 2: Where Do We Want to Be - Defining Direction For The Future																				
Task 2.1 Three Mile Plan Development							X				X									
Task 2.2 Gunnison County Land Use Resolution											X									
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County											X									
Task 2.4 Work Session #2												○								
Task 2.5 Council and Commission Presentation													○							
Phase 3: How Will We Get There - Delivering a Vision																				
Task 3.1 Draft Three Mile Plan																			X	
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments																			X	
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County																			X	
Task 3.4 Council and Commission Presentation #3 and Adoption																				○

- Meetings
- X Deliverables



RATE SCHEDULE &
COST PROPOSAL

Rate Schedule & Cost Proposal**Rate Schedule**

Team Member	Hourly Rate
Jessica Garrow	\$250
Reilly Thimons	\$175
Jennifer Pintar	\$110
Ashley McKnight	\$110
Alexandra Pollock	\$110
Bo James Nerlin	\$275

Cost Proposal

Phase	Fee
Phase 1: Where Are We Now - Understanding Recent Planning Work	\$18,390
Task 1.1 SKO and Project Initiation	\$3,340
Task 1.2 Project Management	\$4,100
Task 1.3 Past Plans Review	\$4,690
Task 1.4 Work Session #1	\$3,460
Task 1.5 Council and Commission Presentation #1	\$2,800
Phase 2: Where Do We Want to Be - Defining Direction For the Future	\$30,565
Task 2.1 Three Mile Plan Development	\$14,000
Task 2.2 Gunnison County Land Use Resolution	\$5,150
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$5,815
Task 2.4 Work Session #2	\$2,360
Task 2.5 Council and Commission Presentation	\$3,240
Phase 3: How Will We Get There - Delivering a Vision	\$20,020
Task 3.1 Draft Three Mile Plan	\$6,290
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments	\$6,660
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$2,350
Task 3.4 Council and Commission Presentation #3 and Adoption	\$4,720
Total Labor Fee	\$68,975
Estimated Reimbursable Expenses	\$1,025
Total Fee	\$70,000

Optional Additional Services	
In Person Meeting Travel Costs (1 day)	\$2,500
Additional Mapping (per map)	\$500 - \$1,500
Creation of GIS Data Layers	\$500 - \$1,500

Fee By Consultant	
Design Workshop	\$63,475
Devor & Plumhoff	\$5,500
Reimbursables	\$1,025
Total Fee	\$70,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Local Coordinating Organization

Action Requested: Other Requesting Review and Consent to Apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison Hinsdale Early Childhood Council Local Coordinating Organization RFA for Implementation of the Universal Preschool Program

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: 2/24/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

LCO RFA Questions
RFA 2025000210

1. Please reference the catchment area chart and map, where the name and boundary of each catchment area are indicated. Please provide detailed information on the catchment area for which you will be representing to include:

Our organization will serve catchment area 7 and 1 (Gunnison and Hinsdale Counties) as referenced on the catchment area map.

- a. Please provide detailed information surrounding any significant concerns about the boundaries of the catchment area. If there are no concerns, please state that.

Our organization does not have any concerns around the boundaries of the catchment areas.

- b. If you are requesting to partner with another LCO applicant in another catchment area please include detailed information regarding the partnership or,
- c. If you are not requesting to partner with another LCO applicant, please state that.

We are not requesting to partner with another LCO applicant in another catchment area.

2. Describe your organizational capacity, or the capacity of your LCO partnerships, to serve as the LCO in your community. Please include the following information in the response:

- a. Indicate key personnel who will be assigned to the project and describe their experience.

Lana Athey serves as the Early Childhood Services Supervisor for Gunnison County Department of Health and Human Services (DHHS) 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 Gunnison County DHHS since 2011. Serving in different roles as the Nurturing Parenting Program Coordinator and then since 2014 with the Gunnison Hinsdale Early Childhood Council. Lana currently manages the Local Coordinating Organization budget and ensures the deliverables outlined in the Statement of Work are met each year.

Kimberley McNamara serves as the Early Childhood Resource Navigator for Gunnison County HHS and the Gunnison Hinsdale Early Childhood Council. Kimberley has been in our community for many years serving as the family and youth services coordinator at the Gunnison County Library for 15 years, as a large child care center Director from 2020-2022, and recently joining our team to support the implementation of the Universal Preschool Program in December 2022. She has extensive experience supporting families and providers with enrollment in the Universal Preschool Program.

Mayte Burton serves as a Health Navigator for Gunnison County DHHS. She has a Bachelors in Administration. Mayte has been working with DHHS since 2022. She has developed many trusting relationships within our immigrant and Spanish speaking community. She has a passion for helping families to thrive in our community. Mayte currently works with the Gunnison Hinsdale Early Childhood Council helping to facilitate and coordinate Family, Friend, and Neighbor caregiver

trainings, and supporting families enrolling in Universal Preschool. She also provides interpretation and health services navigation for Spanish speaking clients in the community.

Rosa Hernandez Ros also serves as a Health Navigator for Gunnison County DHHS. She works closely with the Gunnison Hinsdale Early Childhood Council to support Spanish speaking families with UPK and CCCAP enrollment. She also supports Spanish speaking families to access the Gunnison County DHHS diaper program, Medicaid, CHP+, etc.

Corrine Jaeger serves as the Quality Improvement Coach and Navigator for the Gunnison Hinsdale Early Childhood Council. Corrine has worked with the GHECC and Gunnison County DHHS since 2014. Corrine supports early childhood centers and family child care home providers by providing coaching and quality improvement information and training. Corrine will help support Universal Preschool sites to ensure that they meet the quality standards outlined by the department.

b. Describe how equally qualified persons will be assigned to the project if the key personnel leave.

The Early Childhood Services Supervisor and Early Childhood Resource Navigator both have access to Bridgecare and understand how to support families and providers with enrollment. All staff have a good understanding of the Universal Preschool Program and deliverables outlined in the Statement of Work. Should any key personnel leave their position we have no doubt that we would still be able to provide families and providers with comprehensive support and guidance. Our bilingual staff members play a critical role in this work, we have insured that we have two bilingual staff members working on the project at all times to insure families access to Spanish interpretation even if one staff member is not available.

c. Describe the organization's greatest strength with this type of work, in alignment with the roles and responsibilities of an LCO.

The Gunnison-Hinsdale Early Childhood Council (GHECC) which currently serves as the LCO for Gunnison and Hinsdale Counties was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC is still housed under Gunnison County Health and Human Services. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community.

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, locally funded early childhood programming tuition assistance, and other programs supportive of families. Due to the variety of services offered through our organization we interact with and support families on a daily basis which puts the organization in a good position to also support families and providers with Universal Preschool.

d. Describe the organization's requirements for support or growth.

Our organization continues to grow and provide expanded services to the community just as the community and the unique needs of the community continue to change. In order to best serve families and providers we require clear and transparent communication between our organization and other organizations/departments that we work with. We have a great team that is able to adapt to change and troubleshoot when necessary. When working with the Colorado Department of Early Childhood our team appreciates having the ability to collaborate and come up with innovative solutions to any issues that might arise in our work. Clear guidelines and expectations allow our team to feel comfortable and confident in the work that we do on a daily basis.

e. Please describe the organization's experience in ensuring the availability of a mixed delivery system and supporting the equitable allocation of placements among preschool providers based on family choice.

Our organization has been successful in enrolling all but one of the licensed early childhood centers in Gunnison and Hinsdale Counties as Universal Preschool (UPK) Providers. The team has also continued to outreach to licensed family child care home providers to provide them information and answer any questions they might have around being a UPK Provider. Many of our family child care home programs are on the verge of retirement, so it did not interest them to apply to be a UPK Provider. However, one of our newly licensed family child care home providers has expressed interest in the program and is hoping to become a UPK Provider in the near future. Our teams consistent interaction and support of existing UPK providers and work to enroll new UPK providers has given families with UPK eligible children the opportunity to have many choices when it comes to the program that their child will attend.

To ensure the equitable allocation of placements we provide UPK enrollment support in English and Spanish at our local libraries as well as on site in early childhood programs. We advertise for UPK in the local newspapers, on Facebook, and via email with Spanish translation as well.

Our bilingual team members often call families that they are working with for other DHHS programs to ensure they are aware of UPK and enrollment deadlines. We often have clients walk into DHHS or call our office for support with the application process and our team walks them through the application process ensuring that they complete all necessary steps.

Our organization feels like the direct support and guidance that we provide to families and providers has made all of the difference. Although the initial roll out of UPK and subsequent years of programming has been confusing and a little rocky, our team feels that we have done our best to take on the challenge to ensure that families and providers feel supported and good about the UPK program. Fortunately we have been able to retain 100% of providers enrolled in UPK thus far.

3. Please provide your current community plan. Address the work and accomplishments defined in the community plan. The applicant may include any additional information that is relevant to the current community plan.

Please see attached community plan

- Note: The organization should not include general information publications, such as marketing, directories or client lists.

4. Demonstrated Experience and capabilities. Please provide a general description and history of the applicant agency's provision of early childhood support services. Responses should demonstrate the following:

a. Depth and breadth of experience in early childhood support services within their community.

Our organization serves as the Early Childhood Council for Gunnison and Hinsdale counties. As the Council we work across all domains outlined in the Early Childhood Framework. The work across the domains includes:

Family Support and Parent Education Domain:

- Coordination with community partners to offer parenting workshops focused on various topics such as child development, supporting children with challenging behaviors, creating household routines, health and safety, etc.
- Supporting families in accessing developmental screenings, early childhood programming, early intervention services, etc.

Health and Well-Being

- Promotion of oral health messages to parents for early dental care.
- Collaboration with our community's existing social emotional mental health support systems, such as Family Advocacy and Support Team, Parents as Teachers, and the Axis Health System to assist families in identifying and using social, emotional, and mental health supports.
- Working with community health care providers and our local public health agency to increase immunization rates and the percentage of children fully immunized by kindergarten.
- Engagement with local families via direct conversations, parent surveys, meetings, to understand challenges and barriers they might face on a day to day basis.

Early Learning

- Promote and offer professional development opportunities that increase the use of best practices and increase early childhood professional's competence in order to create quality learning experiences for children and families.
- Collaboration with community partners to consider solutions for increased access to child care including flexible childcare options, including summer care and weekend care.
- Provide regular coaching and training opportunities to all licensed child care providers in Gunnison and Hinsdale Counties.
- Provide the Expanding Quality in Infant and Toddler Care course once per year or as needed, and associated coaching.
- Outreach and support to existing and prospective family child care home providers.

Family Economic Mobility

- Connect families with community resources that can support their economic mobility, such as supplemental nutrition assistance programs, WIC, affordable housing, health insurance, child care tuition assistance, etc.

b. A comprehensive demonstration of the applicant organization's ability to meet all statutory requirements listed above.

Our organization has been successful for the last two years in developing and maintain a community plan with partner organizations for the successful implementation of Colorado Universal Preschool Program UPK. Our team and Council members regularly meet with key stakeholders and community partners working towards birth to five outlined in our Council's community plan.

Our team has been successful in working with providers in Gunnison and Hinsdale counties to support provider and child enrollment. We work each year to recruit more providers as UPK providers and have been able to secure all but one of the early childhood centers in the Counties that we serve as providers. For years families have connected with the Council to learn about different early childhood care and education options available to them and the various ways to access care.

Much of the work our organization does seeks to strengthen the local early childhood system by providing comprehensive support to providers, heightening the community's awareness around the importance of early childhood care and education and innovative ways to bolster programming and support available to families, children and the early childhood workforce. This includes offering professional development opportunities to early childhood professionals as well as coaching to meet various quality standards.

c. Use of data to identify community needs and successes.

Our organization utilizes data on a regular basis to identify community needs and monitor successes with various initiatives. The Council utilizes data from parent surveys, early childhood workforce surveys, family engagements, focus group discussions, local census economic data, local child care slot availability, waiting list numbers, early childhood workforce turnover rates, etc. The data we gather helps to inform our work and monitor progress on various initiatives that we are working on to strengthen the local early childhood system.

d. Understanding of and experience in meeting the specific needs of the local/designated early childhood community and demonstrated ability to address those needs (i.e. training, funding, and family needs).

Our organization has a strong history in working with the licensed child care providers in our communities. We have been successful in working collectively as a group for years to help strengthen and support the early childhood system in our catchment area. One example of this occurred throughout the COVID-19 pandemic when our organization, licensed child care centers, licensed family child care home providers, Child Care Licensing, and the Gunnison

Watershed School District have worked together in investigating funding streams, developing policies around safely reopening child care facilities in the midst of a pandemic, and working to provide care for essential workers upon reopening. In our community the Early Childhood Sector was the first to develop a cohesive plan and proposal to reopen and served as a model for other business sectors moving through the pandemic. This is one of many examples of our ability to think cooperatively as a collective to address challenging situations.

We have continued to work collaboratively with community partners. Also, in 2024 we worked closely with other family serving agencies to develop a comprehensive child maltreatment prevention plan in which access to quality early learning experiences was identified as a critical area to focus on. We expect to see an increased interest and engagement from the community for years to come as we work together to increase access to quality early childhood programs.

e. Commitment to UPP priorities of family choice, mixed delivery systems, and equitable distribution and utilization.

Our organization is very committed to prioritizing family choice and equitable access to quality early childhood programs. We understand that every child and every family is unique in their needs and expectations and look to support families in selecting a program that they feel is the best fit for their child.

f. Briefly describe your experiences in fostering collaboration between community partners in your catchment area in accordance with HB 22-1295. Some examples of documentation that further evidences existing or anticipated partnerships that may be included in the application packet are outlined below:

- Administrative Units (AU) - our organization is able to easily connect with the AU for our catchment area. We enjoy a good working relationship with the AU.
- Early Childhood Councils (ECC).- Our organization also serves as the ECC for Gunnison and Hinsdale Counties.
- Head Start Agencies - Head Start is not offered in any of the communities within our catchment area.
- Family Resource Centers (FRC) - Our organization works closely with various family serving organizations and Gunnison County DHHS connects and supports families in accessing the various resources and programs that a traditional family resource center would offer.
- County Departments of Human Services for the administration of Colorado Child Care Assistance Program (CCCAP) through Letters of Support or Letters of Agreement. - Our organization is the Department of Health and Human Services for Gunnison and Hinsdale Counties which also houses CCCAP for Gunnison and Hinsdale Counties.
- Records of partnership activities and/or attempts to partner.

- Plan for leveraging existing partnerships and/or fostering new partnerships, to elevate the perspectives and experiences of families and providers to achieve better program outcomes.

Statement of Work

CDEC PROGRAM CONTRACT MANAGER

- TBD

ABBREVIATIONS

- CDEC - Colorado Department of Early Childhood
- SOW - Statement of Work
- LCO- Local Coordinating Organization
- ECC -Early Childhood Council

GLOSSARY

- No terms.

INTRODUCTION/BACKGROUND

The Colorado Universal Preschool Program was created in the statute under HB 22-1295 and laid a foundation for the infrastructure necessary by authorizing the creation of LCOs in all regions of the state. CDEC launched the Colorado Universal Preschool Program in the 2023-24 school year, offering a minimum of part-time (10 hours/week) high-quality, voluntary preschool to every Colorado child in the year before they are eligible to enter kindergarten. Families can choose any participating licensed provider in the state. Additional state-funded hours may be available based on child or family circumstances that may impact kindergarten readiness.

The LCO is a community agency or organization that is responsible for supporting access to and equitable delivery of early childhood and family support programs in the community. Together, the Local Coordinating Organizations throughout the state serve to create a seamless system of universal preschool services representing collaboration among various public and private providers for the effective delivery of universal preschool services.

To ensure that community voices are elevated, and local partnerships are fostered, LCOs serve as CDEC's partners in each area of the state and implement the state's early childhood vision for the Colorado Universal Preschool Program in accordance with their local context to ensure the equitable provision of early childhood and family support programs.

SCOPE OF WORK

- Develop and maintain a unified community plan with partner organizations for the successful implementation of Colorado Universal Preschool Program and work toward longer-term birth to five goals for comprehensive early childhood services and support for the catchment area with strategies to:
 - Ensure, to the greatest extent possible, with the available resources, that as many families as possible can access Colorado Universal Preschool and early childhood programs and services for which they are eligible, from birth to age five and beyond.
 - Promote, to the greatest extent possible, with the available resources, the mixed delivery of Colorado Universal Preschool Program through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities.
 - Support providers and families with resources for children to participate in the Colorado Universal Preschool Program equitably across all sites and programs.
 - Address capacity needs and assist in the alignment of all available resources with community demand.
 - Allow families as much choice as possible in their selection of child care providers, with the goal of ensuring a mixed delivery system.
- Report annually the results of the metrics defined by the LCO in the strategic community plans.
- Coordinate enrollment for universal preschool, collaborating with other early childhood and family support programs to the extent possible.
- Collaborate with the CDEC Universal Preschool Program Unit and the centralized help desk to support families and providers with operational processes in the Universal Preschool Program.
- Serve as a local resource for family access to quality early care and education from birth to five and beyond.
- Engage with all community partners and stakeholders to determine ongoing needs for providers in the defined catchment area.
 - LCO will outline strategies to demonstrate collaboration with entities that support technical assistance and resources to improve quality.
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access.
- Administer additional functions related to early childhood that are required by Colorado Revised Statute (C.R.S) § 26.5-2-104.

- Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators when a council is present in the LCO area, to promote and support school readiness and quality standards requirements, to the extent possible with available resources.
 - Coordinate with the ECC in the catchment area for added support.
 - If an ECC is also an LCO, leverage existing resources in the ECC as applicable to complete the potential duplicative deliverables outlined in this scope of work.

PERIOD OF PERFORMANCE

- July 1, 2025 - June 30, 2026.

WHERE SERVICES WILL BE PERFORMED

- State of Colorado, based on proposed catchment area.

WORK PLAN

Work Plan

Outcomes, Benchmarks, and Milestones

Outcome Statement #1: Develop and maintain a unified strategic community plan with partner organizations for the successful implementation of Colorado Universal Preschool Program and work toward longer-term birth to five goals for comprehensive early childhood services and support for the catchment area.

Key Activity A1: Strategic Community Plan & Measures					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Maintain Data informed Strategic Community Plan.	7/1/25-6/30/26	Develop and execute a Strategic Community Plan (<i>ECC plans can be used to cover duplicated requirements of community plan in lieu of a new plan, if the LCO is an ECC</i>).	-Submission of plan to the Universal Preschool Unit in specified template. -Annual formal review with Universal Preschool Program Unit to include revisions of the community plan to ensure the plan reflects the early childhood and family support programs and services within the community.		Personnel & Supplies
Measurement of Strategic Community Plan.	7/1/25-6/30/26	Utilize local and state systems to measure performance in the Strategic Community Plan	-Capture needs -Capture steps required/used to meet needs. -Capture success of steps or barriers to success. -Capture challenges -Capture areas for future focus.		Personnel & Supplies



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Distribute Strategic Community Plan.	7/1/25-6/30/26	-Distribute plan to community members. -Gather feedback following distribution of Strategic Community Plan to community.	-Capture number of reports distributed -Capture feedback from report. -Report feedback to the Universal Preschool Program Unit.		Personnel & Supplies

Key Activity B1: Ensure, to the greatest extent possible, with the available resources, that as many families as possible can access Colorado Universal Preschool and early childhood programs and services for which they are eligible, from birth to age five and beyond.					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Collaborate with partners to provide information to families on other local resources available.	7/1/25-6/30/26	Provide information to families via multiple methods, such as email, meetings and documentation.	-Capture shared resources utilized. -Capture number of partner meetings, collaborations, and documents distributed.		Personnel
Implement family recruitment activities from community plan.	7/1/25-6/30/26	-Recruitment activities and events executed. -Potential families shall be informed about the Universal Preschool Program including details on the structure, quality standards, requirements and benefits associated with participation.	-Capture number of opportunities where recruitment activities occurred. -Capture new family outcomes compared to goals/community needs -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel



Key Activity C1:		Promote, to the greatest extent possible, with the available resources, the mixed delivery of Colorado Universal Preschool through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities.			
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Implement provider recruitment activities from community plan.	7/1/25-6/30/26	-Recruitment activities and events executed. -Potential providers shall be informed about the Universal Preschool Program including details on the structure, quality standards, requirements and benefits associated with participation.	-Capture number of opportunities where recruitment activities occurred. -Capture data on new provider outcomes compared to goals/community needs specific to provider type -Capture data on pending providers and outreach. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel
Use established systems to ensure accurate licensed program information is updated and available for families.	7/1/25-6/30/26	-Share information with providers around operational changes to the Universal Preschool Program including Operational Memos. -Completion of assigned seats report reviews weekly and ongoing.	-Capture number of provider profiles reviewed. -Capture number of provider set up forms completed. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel

Key Activity D1: Support providers and families with resources for children to participate in the Universal Preschool Program equitably across all sites and programs.					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Monitor provider programs and seats.	7/1/25-6/30/26	Completion of assigned seats report reviews weekly.	-Capture total and open seats data. -Capture program and seat data compared to goals/community needs. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel

Key Activity E1: Address capacity needs and assist in the alignment of all available resources with community demand.					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Engage with community partners and stakeholders to determine ongoing needs of the community and guide recruitment activities.	7/1/25-6/30/26	Collaborate with community partners via in person or remote meetings, via email or written correspondence.	-Capture the number of referrals to and from partner organizations. -Capture ongoing capacity needs defined. -Capture number meetings and number of events completed. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel



Key Activity F1:	Allow families as much choice as possible in their selection of child care providers, with the goal of ensuring a mixed delivery system.				
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Use local and Department provided resources, including the centralized help desk, to inform families of provider types.	7/1/25-6/30/26	-Provide families information and technical assistance in the portal to access all available provider types. -Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Family Handbook.	-Capture the number of tickets resolved. -Capture the number of outreach initiatives. -Share high level results/feedback with the Universal Preschool Program Unit.		

Work Plan	
Outcomes, Benchmarks, and Milestones	
<p>Outcome Statement #2: Coordinate enrollment for universal preschool, adding other early childhood and family support program to the extent possible, through engagement activities to strengthen the local early childhood system by supporting providers, growing capacity and increasing access for families to universal preschool services.</p>	
Key Activity A2:	Support Colorado Universal Preschool Enrollment



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Support Universal Preschool enrollment for families.	7/1/25-6/30/26	<ul style="list-style-type: none"> -Provide technical assistance for families including eligibility support, informing of available programs, enrollment process support, monitoring of helpdesk tickets assigned weekly, and escalation to the Universal Preschool Unit as needed. -Share information with families around operational changes to the Universal Preschool Program processes. -Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Family Handbook -Completion of assigned enrollment report reviews weekly. 	<ul style="list-style-type: none"> -Capture number of support tickets resolved -Capture information sharing events and activities. -Capture enrollment trends. -Share high level results/feedback with the Universal Preschool Program Unit. 		Personnel & supplies



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Support Universal Preschool enrollment for providers.	7/1/25-6/30/26	<ul style="list-style-type: none"> -Provide technical assistance for providers including eligibility determination support, informing of family/seat needs, enrollment process support, new provider onboarding support, monitoring of helpdesk tickets assigned weekly, and escalation to CDEC as needed. -Update providers on enrollment timelines and key dates. -Direct support for providers in upkeep of their profiles and programs in the portal. -Share information with providers around operational changes to the Universal Preschool Program processes. -Distribute collateral materials provided by the Universal Preschool Unit to families, such as the Provider Handbook. 	<ul style="list-style-type: none"> -Capture the number of provider engagement events and initiatives. -Capture the number of support tickets resolved. -Share high level results/feedback with the Universal Preschool Program Unit. 		Personnel & supplies

Work Plan

Outcomes, Benchmarks, and Milestones

Outcome Statement #3: Serve as a local resource for family access to quality early care and education from birth to five and beyond while engaging with all community partners and stakeholders.

Key Activity A3:

Serve as a local resource for family access to quality early care and education from birth to five and beyond.



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Partner with Administrative Units (AU), Early Childhood Councils (ECC), Head Start Agencies, Family Resource Centers (FRC), and county departments of human services for the administration of Colorado Child Care Assistance Program (CCCAP) and other parties as applicable in alignment with Universal Preschool.	7/1/25-6/30/26	-Attend meetings with various organizations, either in person or virtually. -Outreach to various organizations regularly. -Collaborate via in person or remote meetings, via email or written correspondence.	-Capture number of meetings attended. -Capture number of interactions in outreach to required partnership organizations. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel
Ensure accurate and up-to-date information is shared with partners, families, and providers.	7/1/25-6/30/26	-Read LCO Updates weekly, with intention of being able to speak on recent LCOs Updates with partners, families, and providers. -Attend monthly LCO meetings, either in person or virtually. Collaborate with assigned CDEC LCO specialist, meet with the Universal Preschool Program Unit and/or stakeholders upon request by staff.	-Capture meeting attendance. -Capture meeting notes and action items in specialist meetings in provided template. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel

Work Plan

Outcomes, Benchmarks, and Milestones

Outcome Statement #4: Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators to include partnering with the Early Childhood Council when a council is present in the LCO area.



Key Activity A4: Promote and support school readiness and quality standards requirements					
Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
Incorporate school readiness and quality standards practices into Universal Preschool locally.	7/1/25-6/30/26	Drive education efforts with providers and community members to increase an understanding of quality standards and high-quality practices.	-Capture number of events or initiatives to share resources on high-quality practices. -Share high level results/information with the Universal Preschool Program Unit.		Personnel, Supplies & Travel
Support monitoring of quality standards.	7/1/25-6/30/26	-Complete a list of current provider ratings and involvement in CO Shines. -Documentation of classroom observation needs in the community.	-Capture data on provider ratings in catchment area. -Capture number of classroom observations across providers. -Share high level results/information with the Universal Preschool Program Unit.		Personnel, Supplies & Travel
Support providers in understanding professional development opportunities.	7/1/25-6/30/26	Connect providers with local organizations and Early Childhood Councils that provide professional development opportunities.	-Capture number of referrals. -Share high level results/information with the Universal Preschool Program Unit.		Personnel, Supplies & Travel
Identify provider retention barriers locally.	7/1/25-6/30/26	Follow-up with providers who exit the program via mixed communication methods to ascertain the motivation for leaving the program.	-Capture data on communications and feedback. -Share high level results/feedback with the Universal Preschool Program Unit.		Personnel, Supplies & Travel

SCHEDULE/MILESTONES

- Outcome 1: Implement a strategic community plan with partners for the successful implementation of the Colorado Universal Preschool Program and work toward longer-term birth to five goals for delivery of comprehensive early childhood services and supports for the catchment area, submit the plan and findings to the Universal Preschool Program Unit no later than June 30, 2026.
- Outcome 2: Coordinate enrollment for universal preschool, collaborating with other early childhood and family support programs to the extent possible, with available resources.
- Outcome 3: Serve as a local resource for family access to quality early care and education from birth to five and beyond while engaging with all community partners, stakeholders and the CDEC Universal Preschool Program Unit.
- Outcome 4: Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access. Support participating providers in implementing high-quality services through professional development, connection to resources, and supporting recruitment and retention of qualified educators to support quality and school readiness by partnering with the Early Childhood Council when a council is present in the LCO area.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the CDEC, Universal Preschool Program Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A.** The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
 - i.** Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
 - ii.** Link to [Vendor Invoice Guidance](#)
 - iii.** For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv.** For invoice issues, please contact CDEC_Invoicing@state.co.us.

- B.** Payment shall be made on a cost reimbursement basis for services rendered.

- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**

- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.



- E.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [OnBase Invoice Submission Process](#). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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



Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

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

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Family Resource Center GAE shall be used for providing families with financial assistance related to their case management goals. Purchases may include but are not limited to housing, childcare, food,



transportation or personal essentials. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to the FRC GAE funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Family Resource Center contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of FRC GAE funds.

- B.** Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C.** Invoices shall be submitted separately for pre-approved expenditures.

13. GIFT CARDS

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

14. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- A.** Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations ([CFR](#)) § [376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- B.** Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C.** Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

PII CERTIFICATION

**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF COLORADO DATA SHARING AGREEMENT EXHIBIT

1. Defined Terms.

- a) “Anonymized Data” means Data that has been properly De-identified.
- b) “API” means an application programming interface.
- c) “API System” has the meaning described in the recitals.
- d) “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, 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 Recipient, or the appointment of a receiver or similar officer for Recipient 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 Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- e) “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- f) “Care Coordination” means the coordination of healthcare or other services that support an individual’s overall health and wellbeing.
- g) “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- h) “Data” means the information described in **Attachment A**.
- i) “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- j) “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, “De-Identified” means the removal of PII from the Data in accordance with HIPAA.
- k) “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
 - i) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- l) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and subsequent Amendments.
- m) “OIT” means the Governor’s Office of Information Technology.

- n) “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
 - o) “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
 - p) “Role-Based Use Policy” means the most recent version of the policy that defines the various role-based purposes for which the Data can be used by Recipient, which is hereby incorporated into this Agreement by reference. The current version is attached to this Agreement as **Attachment C**.
 - q) “State” means the State of Colorado.
 - r) “Transferring Agency Confidential Information” means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.
 - s) “Transferring Agency Records” means any and all Transferring Agency data, information, and records, regardless of physical form.
2. **Sharing of Data.** Transferring Agency will provide the Data to Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies. All Data sharing formats must be transmitted in accordance with all Office of Information Security (OIS) policies detailed in **Attachment B**, Section 4.a.i. of this Agreement, as well as any applicable HIPAA policies.
3. **Data Use and Restrictions.** Transferring Agency hereby grants Recipient a limited, revocable right to use, store, access, and process the Data solely for purposes of [INSERT A DETAILED DESCRIPTION OF PURPOSE FOR DATA ACCESS] (the “Purpose”). Specifically, Recipient may [INSERT HOW THE RECIPIENT MAY USE THE ACCESSED DATA TO ACCOMPLISH THE PURPOSE].
- a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.
 - b) **Restrictions on Data.** Recipient shall only disclose the Data it receives to Recipient’s personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy (“Authorized Individuals”). Recipient agrees that any contractors or other third parties that have a need to access

the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.

- c) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient shall provide for the security of such data according to the following: (i) §8-72-107, C.R.S., 20 CFR 603; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; and (iii) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement if applicable. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State's Principal Representative.
- d) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.
- e) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.
- f) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.
- g) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.
- h) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

- i) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."
- j) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

4. **Acceptable Use Policy.**

In receiving the Data, Recipient agrees:

- a) To comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data;
- b) To only use the Data in accordance with the OIT Security Policies;
- c) Not to use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
- d) Not to use the Data for commercial purposes or any other purpose not authorized under this Agreement;
- e) Not to share any Data for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;
- f) To execute the PII Certification on an annual basis, starting from the Effective Date; and
- g) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement.

5. **Information Security Incident and Data Breach.**

- a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and

implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.

- b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.
- c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.
- d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

6. **Term and Termination.**

- a) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.
7. **Liability.** Recipient shall be responsible for, and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.

8. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient receives. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.
9. **Injunctive Relief.** Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.
10. **Legal Requests.** Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

ATTACHMENT A - DATA TO BE SHARED

Data to be Shared

[Please include a detailed description of all Data that the Recipient will receive through this Agreement.]

HOW DATA WILL BE SHARED

[Please include specific details regarding how data will be shared, including file type, encryption details, frequency of sharing, how to request additional data, etc.]

[Insert if Transferring Agency is a Covered Entity and is sharing Protected Health Information: Recipient acknowledges and agrees that the Data is Protected Health Information that is protected pursuant to HIPAA, and is subject to the additional terms in the Agreement that apply to Protected Health Information.]

Authorized Personnel and Contractors

[Insert if Section 4 requires a list of key personnel/contractors: Pursuant to Section 4 of the Agreement, Recipient will only provide the Data to the following individuals or entities:

[Insert Names or Titles of individuals or entities that will have access to the data]

[Optional Section: Cell Suppression Policy]

[Without limiting the generality of the definition of De-identified in the Agreement, the Parties agree to apply the cell suppression policy, attached to this Attachment A as Attachment __, for purposes of de-identifying the Data.]



ATTACHMENT B

Information Technology Provisions

This Attachment regarding Information Technology Provisions (the “Attachment”) is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Attachment is attached. Unless the context clearly requires a distinction between the Agreement and this Attachment, all references to “Agreement” shall include this Attachment.

1. Protection of System Data

- a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient’s performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Attachment. All provisions of this Attachment that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
- b. The terms of this Attachment shall apply to the extent that Recipient’s obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - ii. 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.
 - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change



management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

1. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.
 - e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
 - i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
2. Data Handling
- a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency. Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
 - b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.
 - c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.
 - i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
 - ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency



Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.

3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Attachment in accordance with the terms of this Agreement.
4. Compliance
 - a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:
 - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at"
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:
 1. Health Information Portability and Accountability Act (HIPAA)
 2. IRS Publication 1075
 3. Payment Card Industry Data Security Standard (PCI-DSS)
 4. FBI Criminal Justice Information Service Security Addendum
 5. CMS Minimum Acceptable Risk Standards for Exchanges
 6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
 - b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.
 - c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include but is not limited to:
 - i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS.
 - d. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-



level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Attachments, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein

ATTACHMENT C**ROLE-BASED USE POLICY**

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through the this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

1. x
2. x
3. x



Colorado Department of Early Childhood
VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Address:

City: State: Zip Code: County:

FEIN # State of Incorporation

All Vendors must have a SAM.gov UEI# (except Individuals) SAM.gov Unique Entity Identifier (UEI) #

Does your agency have a Federally Negotiated or State Negotiated Indirect Rate? Yes No If Yes, please send a copy of the approval letter with this form.

Secretary of State ID # Fiscal Year End Date (MM/DD)

Type of Entity (please mark one):

- Individual (only Entity Type that does not require SAM.gov UEI #)
Professional Corporation (PC)
Sole Proprietor
Not-For-Profit Corporation
Limited Liability Company (LLC)
Joint Venture
For-Profit
Limited Liability Partnership (LLP)
Government

Primary Contact to Receive ALL Correspondence:

CFO or Financial Contact:

Name: Title: Email: Phone: Name: Title: Email: Phone:

Individual Signing Contract:

Invoice Contact:

Name: Title: Email: Phone: Name: Title: Email: Phone:

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: Title: Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Email: Sign or CC?

Is your agency set up for Electronic Deposit with the State of CO? Yes No

If Yes, please list the last 4 digits of the account number payments should be sent to:

How long does your agency and/or board need to review and return the signed contract?

IMPORTANT - When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

Date



STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Colorado Department of Early Childhood	Agreement Number Insert CMS Number or Other Agreement Number Encumbrance Number or Financial System Designation
Grantee Insert Grantee's Full Legal Name.	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
Grantee UEI Insert Grantee's Unique Entity ID	Initial Agreement Expiration Date Enter Expiration Date
Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0 Extension Terms State Fiscal Year 20xx \$0 State Fiscal Year 20xx \$0 State Fiscal Year 20xx \$0 State Fiscal Year 20xx \$0 Total for All State Fiscal Years \$0	Except as stated in §2D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Insert Contract's Maximum Amount of Years or Months as required by solicitation, or otherwise Years from its Performance Beginning Date Fund Expenditure End Date Month Day, Year
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: Choose an item. Cyber/Net. Security-Privacy Liability Insurance: Choose an item. Professional Liability Insurance: Choose an item. Crime Insurance: Choose an item.	Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.vi: Option to Extend Term per §2.C: Choose an item. Option to Increase or Decrease Maximum Amount per §5.B.vi: Choose an item.
Pricing/Funding Price Structure: Choose an item. Contractor shall invoice: Choose an item. Fund Source: Insert name of funding source, whether it's state general funds, cash, Federal Program / Grant and Funds ID#, if none, put NA	Agreement Authority Authority to enter into this Contract exists in: 26-1-111 C.R.S. Procurement Method: Choose an item. Solicitation Number (if any): Insert Solicitation #, otherwise put NA
Agreement Purpose Briefly describe the Agreement's purpose	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget 3. Exhibit C, Additional Provisions 4. Exhibit D, Sample Option Letter <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p>	



1. Exhibit C, Additional Provisions
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget
6. Exhibit D, Sample Option Letter.

Principal Representatives

For the State:

Name, Title

Colorado Department of Early Childhood

710 South Ash Street, Building C

Glendale, CO 80246

Email:

For Grantee:

Name, Title

Company Name

Address

City, State Zip

Email:

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE INSERT-Legal Name of Grantee</p> <hr/> <p style="text-align: center;">By: Name & Title of Person Signing for Grantee</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <hr/> <p style="text-align: center;">By: Stephanie Beasley, Deputy Executive Director Mary Alice Cohen, Chief Program Director, Office of Program Delivery</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Grantee Signature if Needed</p> <hr/> <p style="text-align: center;">By: Name & Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p style="text-align: center;">By: Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>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.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr style="width: 30%; margin: auto;"/> <p style="text-align: center;">By: Laura Curnow, CDEC Controller</p> <p style="text-align: center;">Effective Date: _____</p>	



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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.



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 this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §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 Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement 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 Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee 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 Agreement, 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, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a**12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable



to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, 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 Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. "**Budget**" means the budget for the Work described in Exhibit B.
- E. "**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.
- F. "**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.
- G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. "**End of Term Extension**" means the time period defined in §2.D2.D.
- J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.



- K. “Extension Term” means the time period defined in §2.C.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency’s Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. “**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 §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records 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.
- Q. “**Initial Term**” means the time period defined in §2.B2.B.
- R. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- S. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- T. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- U. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S.
- V. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future



physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- W. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- X. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Y. **“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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“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.
- BB. **“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.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- EE. **“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.



- FF. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- GG. “**Work**” means the Goods delivered and Services performed pursuant to this Agreement.
- HH. “**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, information, and any other results of the Work. “Work 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 Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibits B and C.
- b. Grantee 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 Grantee 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 Grantee 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 Agreement.

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 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing.



Grantee 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.

iii. 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.

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 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 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 Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

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

vi. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Agreement show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter



attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Agreement.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and 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" in Exhibit A 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.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant 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 Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, 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:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. 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. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. 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 five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation 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 ten 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 for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance

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 or the



delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such 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 findings 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.

B. Inspection

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.

C. Monitoring

The State will monitor Grantee’s performance of its obligations 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, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by that governmental entity. 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. 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.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall 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. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this 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 Subcontractor 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.

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 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.

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. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by



the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit ___ on an annual basis Contractor’s duty and obligation to certify as set forth in Exhibit ___ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee 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 Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. 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 Agreement.

C. Disclosure to the State



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. 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.

- D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Grantee 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 Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. 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:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. 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.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance



Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. 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 Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. 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 Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in



this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, 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 Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee 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 Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement 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 Agreement or at law. The 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 Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee 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, Grantee 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 Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee 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 Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee'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 Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee 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 Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee 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 Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee'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 Grantee'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 Agreement 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, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (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. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, 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 Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES



Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement 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 below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. 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 Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee 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 Grantee cannot make any of the assignments required by this section, Grantee 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 license.

ii. Patents

In addition, Grantee 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 Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee 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. The Parties intend the Work Product to be works made for hire. Grantee 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, 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”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee 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 Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (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. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State’s Agreement management system (“Contract Management System” or “CMS”). Grantee’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Agreement 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 Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or 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 such subgrant or subcontract upon request by the State. All subgrants and 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. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, 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 Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement 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 Agreement 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 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.

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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement 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 Agreement.

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 Grantee'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.

L. 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 under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement 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 Grantee. 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.

O. 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.

P. 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.

Q. 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.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

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.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including



attorneys' fees and costs) 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.

iv. Accessibility Indemnification

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.

U. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

V. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (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.

ii. 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 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.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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 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, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor 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 (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.

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.

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 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.

G. PROHIBITED TERMS.

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 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.

H. 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. 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.

I. 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. 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.

J. 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 Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

LCO Community Plan Template

Your Community and Early Childhood Landscape

Name of Local Coordinating Organization:	Gunnison County dba Gunnison Hinsdale Early Childhood Council
County or Counties included in the Catchment Area:	Gunnison and Hinsdale

Primary Contact

Name:	Lana Athey
Title:	Early Childhood Services Supervisor
Email address:	lathey@gunnisoncounty.org

Assisting Families

Outline outreach strategies and the manner in which the LCO will assist families in applying for UPK, through to the point of enrollment with a suitable provider. This should include equity considerations and plans to prioritize low-income families and those with qualifying factors in the event that demand exceeds supply. While LCOs are only required to implement UPK for the 2025/26 academic year, planning for the integration of other early childhood education and family support programs is encouraged.

The LCO will assist families in applying for UPK in the following ways:

- Frequent communication through various outlets (newspaper, social media, emails, provider newsletters, flyers, etc) on the UPK application process, application opening date, and eligibility factors
- Support with UPK application and information nights at UPK provider sites including:
 - providing a stipend to providers to support their efforts in supporting families with enrollment
 - providing necessary technology at each UPK application event and/or supporting sites in organizing UPK application event at venues that have necessary technology available
- For families that are not already enrolled at a participating UPK site the LCO will offer enrollment events at the local libraries to assist families in applying for UPK. With Spanish interpretation available at each event. Community partners that serve families will be invited to attend the events to promote other resources available to families in the community.
- The LCO will encourage families to contact the LCO lead with any questions they might have about UPK.
- The LCO will offer families the option of coming into the LCO office to apply for UPK should they not have the necessary technology available to them, or should they have additional questions prior to enrollment.
- All communications to families will be translated.
- All UPK providers will work to ensure that low-income families and those with qualifying factors are prioritized in the event that demand exceeds supply.

- UPK providers and the LCO will work to ensure that the families that might benefit from UPK the most will be supported throughout the application process, with providers and/or GHECC staff helping them to navigate the application process by providing necessary technology, answering questions, supporting them in enrollment at participating sites, and providing translation/interpretation services when necessary.

Describe plans for coordination with county departments and (where applicable) tribal agencies to promote holistic service provision (including nutrition, cash and healthcare assistance) and facilitate access to family support programs in support of child welfare (including implementation of the Federal “Family First Prevention Services Act of 2018).

The GHECC was brought to our community in July of 2007 by Gunnison County’s Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. Because the GHECC is embedded in Gunnison County’s DHHS coordination with county departments is easily accommodated. Gunnison County DHHS also serves Hinsdale County residents. The Council works closely with the Colorado Child Care Assistance Program (CCCAP), Women Infant Children Program (WIC), Nurse Family Partnership (NFP), Temporary Assistance for Needy Families Program (TANF), and the Medicaid program all housed under Gunnison County DHHS. Our close working proximity has allowed for seamless coordination of services for the families that need it most.

This work will continue as the GHECC takes on the role of LCO for Gunnison and Hinsdale Counties. The GHECC will regularly update DHHS staff on the UPK application process in order to ensure that they understand how families can apply, who families should contact should they have any questions, and if DHHS has any concerns about a family’s ability to apply for the UPK program they can easily access GHECC staff to ensure that the family fully understands the program and is able to access the application and apply for a UPK seat.

The Council also believes that in order to promote holistic service provision and facilitate access to family support programs available in the communities that we serve we must raise awareness around the resources available in our area. The Council plans to do more outreach to early childhood providers to help them understand the family support resources available in our community helping them to understand how families can access these resources. The Council will continue to provide information on available resources at community outreach events, site visits, through emails, phone calls and on our social media platform.

Supporting a Mixed Delivery Model

Detail strategies to recruit and support a variety of school- and community- based providers to ensure a mixed delivery system that provides choice for families. This should include work to support caregivers who are exempted from licensing.

Fortunately, we have been able to retain 100% of the providers that signed up to be a UPK provider in year one. All of the licensed early childhood programs in our catchment area except for one are UPK providers. Unfortunately, we have not been successful in recruiting home providers to be UPK providers. However, we are optimistic that this year at least one of the new licensed family child care home providers in the community will enroll to be a UPK provider.

The GHECC currently does a lot of work with Family, Friend, and Neighbor (FFN) providers in our community. Through a grant provided by the Colorado Health Foundation the GHECC has been offering various courses to FFN providers in our area providing a variety of trainings including CPR, safe sleep, standard precautions, nutrition, gardening, literacy, and social emotional development. This work will continue. The overarching goal of this effort is to connect with FFN providers that might be interested in becoming a licensed home provider. Through the Colorado Department of Early Childhood's funding for the Family Child Care Home Navigation work we plan to dedicate resources and staff time towards the recruitment of new licensed home providers in the next year. Through this effort the GHECC will encourage any new licensed home provider to also become a UPK provider in an effort to further support the vision of a mixed delivery system for UPK.

Increasing Capacity in the Early Childhood Sector

Provide an overview of the current landscape of providers in the catchment area as well as the LCO's goals for increasing the mixed delivery capacity available for families. Describe strategies to meet the stated goals for building greater mixed delivery capacity.

The GHECC serves Gunnison and Hinsdale Counties. Currently in Gunnison County there are 6 licensed centers and 3 licensed home providers that provide early childhood care and education for 4-year-olds. In Hinsdale County in the town of Lake City there are two licensed centers that provide care for 4-year-olds.

In order to ensure that families are able to access UPK through a mixed delivery system the GHECC plans to:

- Regularly communicate with licensed providers as we receive information around UPK to ensure that they know all of the information around the requirements for becoming a UPK provider
- Support licensed providers in their decision-making process as they consider the pros and cons of becoming a UPK provider
- Provide guidance and support to UPK providers as they support families applying for UPK

The GHECC plans to continue our ongoing efforts to increase the number of licensed providers in our catchment area ensuring that all interested parties understand the current programs and supports available to them to support them in becoming licensed providers. This includes working closely with Western Colorado University to increase enrollment and affordability of their new early childhood certificate program and well as increasing additional early childhood workforce supports as our organization strongly believes that the early childhood workforce is the foundation of the entire early childhood system.

Outline workforce development strategies, including plans to improve recruitment and retention in the early childhood education workforce, achieve living wage compensation and provide professional development.

Over the last few years, the GHECC has been laser focused on early childhood workforce recruitment and retention. Understanding that without a stable early childhood workforce we can simply not expect to have a stable early childhood education. The GHECC has dedicated a significant amount of resources towards strategies to improve early childhood workforce recruitment and retention. These strategies include:

- Over the last few years, the GHECC has secured funding from a variety of sources to support a paid sick leave program for local early childhood teachers. The sick leave program is utilized to cover the cost of licensed child care employees' sick leave if they become ill, or if illness of a child or other family member requires the individual to stay home. The funds are held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay. Requests are capped at \$1,000 per individual. This excludes early childhood teachers employed within a school district as they already qualify for paid sick leave through their program.
- The EC credential stipend program provides a modest stipend (between \$100 - \$800) to early childhood educators in the Counties that we serve based on their EC credential. The council expects this program will motivate EC educators to work toward obtaining a higher EC credential level. Although the stipend amounts are not large, the council does believe that it illustrates the community's support for EC educators by recognizing their hard work and achievements.
- Stipends for course completion of ECE 101 and 103, Expanding Quality in Infant and Toddler Care, and other ECE college courses. Currently the Council is able to provide educators with \$300 upon completion of any of the outlined courses (maximum of 1 award/teacher/year)
- The GHECC has worked closely with Western Colorado University (WCU) located in Gunnison, Colorado to develop an early childhood certificate program in a virtual format to allow greater accessibility to local EC educators. There continues to be a pressing need for our local EC educators to access locally offered ECE courses. We plan to continue to identify and support instructors in developing courses. A long-term goal of the Council is to explore the possibility of Western Colorado University offering an early childhood education degree program.
- Mental health voucher program providing free counseling services to early childhood educators in our community. The GHECC has partnered with CB State of Mind, a local organization that has an established process to connect individuals in the community to a network of local mental health providers and tele behavioral health organizations. The vouchers are made available on a first come first serve basis and open to any local early childhood educator who is uninsured or underinsured and cannot afford therapeutic services. A quick application will be submitted to CB State of Mind; the organization then reviews the application for qualifications, conducts a phone interview with the applicant, and ensures there are no other funding sources available (i.e. insurance, EAP programs, etc.) prior to issuing the voucher. CB State of Mind will then help to connect the early childhood educator with a mental health provider.
- A public awareness campaign is an additional strategy that the Council has implemented to highlight the early childhood workforce in an effort to draw more people to the field and

assist community members in better understanding the critical role early childhood teachers play in our community. The awareness campaign will include:

- Social Media Messaging
- Videos Highlighting the EC workforce
- Connections with Local Newspapers for Early Childhood Educator Series

Working in Partnership

Describe plans for the continued engagement of providers, families and community partners in decision making around the implementation of Universal Preschool. This may include outreach activities to ensure that marginalized groups within the community are represented.

The GHECC and the licensed providers in our communities have been successful in working collectively as a group for years to help strengthen and support our early childhood system. Over the course of the last three years our partnerships have grown as City and County leaders have been more interested in engaging in conversations around how to support the EC sector to a greater extent.

The GHECC holds regular meetings throughout the year to update all providers on the UPK process, collect their feedback and questions and develop a plan to best support families applying for UPK.

Through the GHECC's partnership with the multicultural resource office we plan to outreach to all non-English speaking families in our community to ensure that they know about UPK and apply for UPK if they are interested. The GHECC will coordinate with sites to look at all funding possibilities to support low-income families in accessing UPK and covering the cost of additional PreK should they not be able to access additional funding through the UPK portal.

The GHECC also plans to work closely with early intervention and special education to ensure that family's whose children have special needs feel supported and can easily access the UPK application and enroll at sites that have all the necessary resources to support their child's learning and development.

Specify relevant coordination arrangements with other LCOs to provide access to programs delivered by providers in other communities. For example, connecting families in border regions with providers in another catchment area.

The Council regularly attends LCO support meetings and/or trainings provide by CDEC. Regular communication with other LCOs that support the surrounding communities is a priority as we see the value in sharing our experiences with other LCO's and learning from one another as we continue to support families and providers with UPK.

Managing and Allocating Resources

Explain how the LCO will ensure the equitable allocation of UPK seats among school- and community- based providers, with the goal of maximizing the use of funding to meet community needs (including the need for full day care).

The GHECC will continue to outreach to all licensed providers and hold regular Council meetings throughout the year will time slotted to go over UPK at each meeting. We regularly communicate with all licensed providers around UPK and new UPK developments. The Council serves as a “help desk” for our providers and are in regular contact with them to support them in updating their seat availability, ensuring continuity of care, and promoting any program openings that they might have available.

The LCO strives to contract with all eligible licensed providers for UPK. The LCO will match families with providers that have CCCAP, Special Education, and other types of tuition assistance so that the need for full day care is addressed to the extent possible. By using open communication and dedicated planning time we expect to continue to be able to ensure equitable allocation of UPK seats throughout our catchment area.

Describe how the LCO will meet the department requirement to maintain transparency within the community concerning the amount of funding available and used to support early childhood education and family support programs, including all funding sources.

The GHECC will provide the community with regular budget updates through our regular Early Childhood Council meetings and public Board of County Commissioner meetings. These budget updates will include UPK and funding for family support programs if they are a part of our Early Childhood Council funding.

Explain how the LCO will work with local and tribal agencies to ensure that the public funding available to families is combined and coordinated to seamlessly provide early childhood and family support programs and services.

The GHECC will continue to work closely with CCCAP and licensed providers to consider opportunities to utilize additional public funding to support higher needs families in our area. The Council holds a small amount of tuition assistance funding that could also be utilized to support families in accessing care beyond the 15 hours provided through UPK if the family need is significant. Often times some licensed providers will also have small amounts of tuition assistance to support the families that need the extra help the most when looking at the possibility of accessing care beyond the 15 hours provided.

Supplemental Information

Please use this space to add any additional information, as required.





COLORADO
Department of Early Childhood

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Metropolitan Recreation Distric

Action Requested: Other Consent to Apply

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison Hinsdale Early Childhood Council - MetRec Community Grant Application for Scholarship funding for Summer Programming

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: 2/26/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/26/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

MetRec Community Grant Application
Summer Programming Scholarship Fund

Organization Name*

Gunnison County dba Gunnison Hinsdale Early Childhood Council

Organization Address:*

220 N. Spruce Street, Gunnison, CO 81230

Is your organization a municipality, government agency, or nonprofit?*

Government

Will the product of this grant application be available to the public?*

Yes

Where is your organization based?*

South Subdistrict

Contact person name:*

Lana Athey

Contact person phone number:*

970.641.3244

Contact person email address:*

Lana Athey lathey@gunnisoncounty.org

Organizational website link*

www.gunnisoncounty.org/ghecc

Your organization's vision:*

Our vision is to ensure the healthy growth and optimal development of all young children so that each child is ready to succeed in school and life.

Your organization's mission:*

Our mission is to expand and improve quality early childhood services and education opportunities for families in Gunnison and Hinsdale Counties.

Who will direct your community project?*

Lana Athey, Early Childhood Services Supervisor

Community project information

Tell us about your project below.

Community grant title:

*

Your answer

Location of your project.*

Gunnison County

Expected start and completion dates for the project/program/service this grant would support:*

The summer programming that we are requesting scholarship support for will run from June 2025-August 2025

Project Description (20 Points): Provide a high-level description of the project you are proposing in this application. (50 words limit) *

We request funding for a summer scholarship program open to youth in kindergarten through 5th grade. A scholarship application has been created for families to apply for support; prioritization will be given to those who demonstrate the greatest financial need.

MetRec Alignment (20 Points): If you were awarded a grant, describe how your project/program/service aligns with MetRec's stated recreation grant funding purpose. (50 words limit) *

The scholarship program will support families with young children who otherwise might not have the financial means to access summer programming. Collaboratively created by local non-profits and public entities, the scholarship seeks to ensure that all children have access to summer programming and recreation opportunities.

Community Need and Impact (20 Points): How did you engage the community to determine their need? Explain how your project addresses the need and the potential for sustained impact within the community. What specific need or issues does it aim to address? (200 words limit) *

Gunnison Watershed School District will not offer summer experience, which served youth in k-8 grades for a \$25 enrollment fee. As such, a group of concerned family serving organizations from the non-profit and public sectors joined forces to fill the need, including Gunnison Valley Mentors, Juvenile Services, Gunnison Rec Center, Health and Human Services, Western Colorado University, Mountain Roots, and the Crested Butte Community School's Community & Family Coordinator. Through multiple meetings in February and March, the coalition identified programs each organization traditionally offered and if/how organizations can bolster or extend their programs. Although there will be greater availability in summer programs outside of the GWSD's summer experience, affordability is still a concern. Many of the programs available to families are expensive in comparison to GWSD's summer experience \$25 enrollment fee they were used to paying for. In an effort to allow for more equitable access, a scholarship fund supporting those with the greatest financial need is important to implement.

Innovative Impact (20 points) How does your project bring innovative solutions to address community needs? Discuss the project's potential for adaptability and its unique aspects compared to existing solutions. (200 words limit)

For the last several years families relied heavily on the GWSD's summer experience; as such, the coalition of youth serving organizations to fill a need for hundreds of youth is a new need. In the last 6 weeks we have experienced an amazing amount of community involvement and innovation. On a tight timeline, we have sought to understand the impact of the loss of summer experience on the community, what summer programs will be available, possibilities to increase available slots in program offerings, and possibilities for recruiting the summer programming workforce.

Fortunately, in haste, project partners came together to create a process ensuring that the children who can benefit most from summer programming, who might otherwise not have access, will. The scholarship application was designed to help the scholarship committee identify families with the greatest need. Although scholarships will likely not cover the entire cost of a family's choice summer program, it will be helpful. Because of the strong collaboration and innovation of the planning committee, some programs have been able to reduce the cost of care to also help families be able to afford the programming.

Budget (20 points): Provide a comprehensive, itemized budget for your project (see attachment list below). Explain, in narrative form, how MetRec funds will be spent. What percentage of the total project cost is your organization matching in cash? (200 words limit)*

All funds received from MetRec will be used to provide scholarships between \$100-\$400 / child. The scholarship application was opened 10 days prior to the opening of summer programming registration. All applications will be reviewed by the scholarship committee; families will be awarded scholarship funds reflective of demonstrated need, as well as the number of families applying for support. Scholarship funds will be paid directly to the program the child is enrolled in. No direct payments will go to families.

At this time we expect to have \$18,000 in match funds.

What population does your project serve? (50 words limit)*

Summer programming will serve families with children in Kindergarten through 5th grade.

Total project cost: (Note, total project cost should be met by the total matching funds amount and MetRec grant request)*

\$28,000

Total matching funds amount:*

\$18,000

List the sources and amounts of matching funds (Note, the sources and amounts should equal your total matching funds amount):*

- \$8,000 – Community Based Child Abuse Prevention Funding
- \$10,000 - Child Welfare *

Are any of your matching funds unsecured at the time of your application submission? If so, how do you plan to raise the unsecured funds.*

Yes, the \$10,000 from Child Welfare has not yet been secured.

Grant award request amount:*

\$10,000

Gunnison Hinsdale Early Childhood Council

MetRec Community Grant

Scholarship Budget

MetRec Scholarship Grant	\$10,000	Scholarships in amounts ranging from \$100-\$400 per child that will be paid directly to the summer program. No funds will be awarded directly to families.
Community Based Child Abuse Prevention Funding	\$8,000	
Child Welfare Scholarship Funding *This funding has not yet been secured	\$10,000	
Total of Anticipated Scholarship Funding	\$28,000 (\$10,000 has not yet been secured)	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application; Metropolitan Recreation Distric

Action Requested: Other Consent to apply

Parties to the Agreement: Met Rec

Term Begins:

Term Ends:

Grant Contract #:

Summary:

GCSAPP is applying for a grant through Met Rec to subsidize summer programming and provide scholarships to youth.

Fiscal Impact: 10,000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/26/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/25/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/25/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

Organization Name*

Gunnison County Substance Abuse Prevention Project (GCSAPP)- Choice Pass

Organization Address:*

200 E. Virginia Ave, Gunnison, CO 81230

Is your organization a municipality, government agency, or nonprofit?*

Government

Will the product of this grant application be available to the public?*

Yes

Where is your organization based?*

South Subdistrict but serves both

Contact person name:*

Jordan Selk-Johnson

Contact person phone number:*

970-641-7612

Contact person email address:*

Jordan Selk-Johnson jselkjohnson@gunnisoncounty.org

Organizational website link*

<https://www.choicepass.net/>

Your organization's vision:*

The Choice Pass is a celebration of healthy choices and it is an opportunity for all 6th through 12th grade youth. Students make a pledge to stay substance use free and make healthy choices for themselves throughout the year. In return, they earn 'perks' from multiple local businesses in Gunnison and Crested Butte. The biggest 'perks' being with our Key Partners, that offer them HUGE discounts on membership passes such as a discounted ski pass to Crested Butte Mountain Resort. The Gunnison Valley community supports all youth in the Choice Pass Program by offering these great rewards for committing to a healthy lifestyle and making good choices.

Your organization's mission:*

The mission of GCSAPP is to utilize evidence-based strategies and community mobilization to reduce substance use by youth in Gunnison so youth can become healthy, stable and productively involved in their communities.

Who will direct your community project?*

Jordan Selk-Johnson- Prevention Program Coordinator

Community project information

Tell us about your project below.

Community grant title:
Summer Program Scholarships

Location of your project.*

Gunnison County

Expected start and completion dates for the project/program/service this grant would support:*

The summer programming that we are requesting financial support will run from June 2025- August 2025.

Project Description (20 Points): Provide a high-level description of the project you are proposing in this application. (50 words limit) *

We request funding to expand recreational summer programming to youth in 5th - 12th grade. The expansion of programming refers to types and number of programmatic options- including collaborative programming with various local entities, in addition to expanding GCSAPP's age range to include 5th grade (traditionally 6th). GCSAPP intends to subsidize the cost of programming with these funds.

A scholarship application has been created for families to apply for support; prioritization will be given to those who demonstrate the greatest financial need in the 5th-12th grade age group.

MetRec Alignment (20 Points): If you were awarded a grant, describe how your project/program/service aligns with MetRec's stated recreation grant funding purpose. (50 words limit) *

Summer programming is an opportunity for local youth to build inter and intra-personal skills through recreational activities that benefit their physical and psychological well-being, whilst building community.

Community Need and Impact (20 Points): How did you engage the community to determine their need? Explain how your project addresses the need and the potential for sustained impact within the community. What specific need or issues does it aim to address? (200 words limit) *

Annually, GCSAPP offers recreational summer programming for youth 6th-12th grade, benefiting youth in developing life, team building, and intrapersonal skills, while granting access to outdoor adventures.

Gunnison Watershed School District will not offer summer experience, which served hundreds of youth from both ends of the Valley in k-8 grades for a low-cost enrollment fee of \$25. In response, GCSAPP/Juvenile Services and concerned family serving organizations from the non-profit and public sectors joined forces to fill the need, including Gunnison Valley Mentors, Gunnison Rec Center, Health and Human Services, Western Colorado University, Mountain Roots, and the Crested Butte Community School's Community & Family Coordinator. This coalition has bonded together to increase many of the programs' capacities, including GCSAPP's.

Our increased programming benefits families who need not only childcare, but grants opportunities for youth to explore the Valley and build numerous skills associated with recreational activities.

Innovative Impact (20 points) How does your project bring innovative solutions to address community needs? Discuss the project's potential for adaptability and its unique aspects compared to existing solutions. (200 words limit)

For the last several years families relied heavily on the GWSD's summer experience; as such, the coalition of youth serving organizations to fill a need for hundreds of youth is a new need. In the last 6 weeks we have experienced an amazing amount of community involvement and innovation. On a tight timeline, we have sought to understand the impact of the loss of summer experience on the community, what summer programs will be available, possibilities to increase available slots in program offerings, and possibilities for recruiting the summer programming workforce.

Fortunately, in haste, project partners came together to create a process ensuring that the children who can benefit most from summer programming, who might otherwise not have access, will. Funding will lower costs of programming as well as increase capacity for number of participants.

Budget (20 points): Provide a comprehensive, itemized budget for your project (see attachment list below). Explain, in narrative form, how MetRec funds will be spent. What percentage of the total project cost is your organization matching in cash? (200 words limit)*

All funds received from MetRec will be used to provide scholarships between \$100-\$400 / child. The scholarship application was opened 10 days prior to the opening of summer programming registration. All applications will be reviewed by the scholarship committee; families will be awarded scholarship funds reflective of demonstrated need, as well as the number of families applying for support. Scholarship funds will be paid directly to the program the child is enrolled in. No direct payments will go to families.

In addition, we will utilize funds to subsidize existing and new programming for youth such a Outdoor Youth Leadership, Climbing Club, Backpacking Camp, Wilderness First Aid and more. Choice Pass youth will receive a larger discount but programming is open to all youth. Families can apply for scholarships to offset the highly subsidized costs.

At this time we expect to have \$18,000 in match funds.

What population does your project serve? (50 words limit)*

Summer programming will serve families with children in Kindergarten through 5th grade.

Total project cost: (Note, total project cost should be met by the total matching funds amount and MetRec grant request)*

\$28,000

Total matching funds amount:*

\$18,000

List the sources and amounts of matching funds (Note, the sources and amounts should equal your total matching funds amount):*

- \$3,500 – Daniels Fund
- \$3,500 - El Pomar
- \$3,000 - Town of Crested Butte
- \$5,000 - Tony Grampsas Youth Services (pending)
- \$3,000 - Youth Mental Health and Wellbeing Grant (pending)

Are any of your matching funds unsecured at the time of your application submission? If so, how do you plan to raise the unsecured funds.*

Yes, the \$8,000 from Tony Grampsas Youth Services and Youth Mental Health and Wellbeing Grant are both pending and award notifications will be shared in the spring.

Grant award request amount:*

\$10,000

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Updated Statement of Work; Health and Human Service

Action Requested: Other Consent to Submit

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Gunnison Hinsdale Early Childhood Council is requesting consent to submit an updated Statement of Work and Budget to the Colorado Department of Early Childhood to renew our Svstems Building, Quality Improvement and Navigator funding for 2025-2026.

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: 2/26/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/26/25

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 2/26/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/27/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025



STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

PROVIDER NAVIGATION

EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

GUNNISON COUNTY

220 NORTH SPRUCE STREET

GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community”. ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

PERIOD OF PERFORMANCE

July 1, 2025 - June 30, 2026



COLORADO
Department of Early Childhood

WORK PLAN

ECSB Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement #1:

The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.

The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules.

An evaluation plan and report are submitted to the OEC on an annual basis.

Key Activity A: Maintain Membership and Hold Council Meetings

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2025 - June 30, 2026	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Early Childhood Services Supervisor	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2025 - June 30, 2026	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Early Childhood Services Supervisor	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2025 - June 30, 2026	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Early Childhood Services Supervisor	Personnel

Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2025 - June 30, 2026	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings	Small or under-represented early childhood service providers shall attend Council meetings.	Early Childhood Services Supervisor	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2025 - June 30, 2026	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel

Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2025 - June 30, 2026	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Early Childhood Services Supervisor	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2025 - June 30, 2026	Data tracking requested measures annually	Data is submitted to the OEC	Early Childhood Services Supervisor	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2025 - June 30, 2026	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Early Childhood Services Supervisor	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2025 - June 30, 2026	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Early Childhood Services Supervisor	Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					

Outcome statement #2:	<p>Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.</p> <p>At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2026 and annually thereafter.</p>				
Key Activity D: Nurturing the Young Child Conference					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	May 1, 2026	The NTYC Conference shall provide at least 5 training hours	List of Attendees, number of training certificates given	Early Childhood Services Supervisor	Personnel and Annual Conference

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	July 1, 2025 - June 30, 2026	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	July 1, 2025 - June 30, 2026	The GHECC shall create an evaluation report.

<p>At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.</p>	<p>By January 31, 2026</p>	<p>The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.</p>
<p>At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.</p>	<p>By May 1, 2026.</p>	<p>The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.</p>
<p>Participate as needed in the Shared Measures data collection</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>GHEC shall participate in Shared Measurement Tool Data sharing as required.</p>

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

- 1. Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
- 2. Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
- 3. Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
- 4. Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and

5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2025 - June 30, 2026

WORK PLAN

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category



<p>Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs</p>	<ul style="list-style-type: none">ü Number of quality Level 2 targeted child care providersü Number of providers contacted and given information	<p>Quality Improvement Navigator</p>	<p>Personnel</p>
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<p>Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5</p>	<ul style="list-style-type: none"> ü Number of QI Coaching hours provided ü Total funds spent by providers on QI materials ü Total funds spent on professional development training ü Colorado Early Childhood Credential level of provider staff members ü Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ü Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ü Number of CCCAP eligible children that receive high quality child care services 	<p>Quality Improvement Navigator and QI Coach</p>	<p>Personnel and GAE Funding</p>
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<p>Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high-quality programs (Level 3-5); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children</p>	<ul style="list-style-type: none"> ü Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ü Number of quality Level 3-5 providers that contact CCCAP staff in their County ü Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ü Number of CCCAP eligible children that receive high quality child care services 	<p>Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator</p>	<p>Personnel</p>
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CSQI WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES

<p>Outcome statement:</p>	<p>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</p>
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Key Activity B: Colorado Shines Program Engagement

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	July 1, 2025 - June 30, 2026	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	July 1, 2025 - June 30, 2026	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	Number of providers receiving technical assistance Number of technical assistance hours provided Number of providers registered on Colorado Shines Number of providers with a PDIS account	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	July 1, 2025 - June 30, 2026	Encourage local child care providers to take action on increasing the quality of their care with accurate information	Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome Statement	Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
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Key Activity C: CCCAP Children Served in High Quality Programs

Tasks	Time Period	Deliverable	ü Measurement	Person(s) Responsible	Budget Category
Continue to meet regularly with CCCAP staff and other family service agencies	July 1, 2025 - June 30, 2026	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> ü Number of meetings with agenda ü Number of participants and agency representation ü Number of children receiving CCCAP 	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	July 1, 2025 - June 30, 2026	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> ü Number of providers with County CCCAP fiscal agreement ü Number of providers that accept CCCAP in Colorado Shines 	Early Childhood Services Supervisor and QI Navigator	Personnel

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.
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Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website	July 1, 2025 - June 30, 2026	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Services Supervisor or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	July 1, 2025 - June 30, 2026	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2025 - June 30, 2026	<ul style="list-style-type: none"> · Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs · Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 · Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children

<p>Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> · Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities · Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating · Encourage local child care providers to take action on increasing the quality of their care with accurate information
<p>Increase the number and percentage of children receiving child care subsidy being served in a high quality program.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> · Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff · Support providers to get accurate information, training and technology on the CCCAP program
<p>Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.</p>	<p>July 1, 2025 - June 30, 2026</p>	<ul style="list-style-type: none"> · Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website · Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve · Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW) PROVIDER NAVIGATION

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- Connecting providers with supports, as requested, such as: Assistance with licensing, accessing quality improvement supports, accessing the Child and Adult Care Food Program (CACFP), accessing consultative supports, such as early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports, and providing information on health insurance benefits and resources for accessing the Connect for Health Colorado Exchange.
- Supporting child care providers to access the provider hub to report to report open child care slots (e.g., calling, texting, emailing, completing an online form); Uploading data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (<http://coloradoshines.org/>);
- Connecting child care providers with quality improvement navigators and coaches within their service area to ensure providers understand the benefits of the Colorado Shines Quality Rating and Improvement System and are well equipped to navigate the rating process and access quality improvement grants to support their continuous quality improvement goals;
- Assisting new and existing child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;

- Working with others to utilize their particular knowledge of the ability of providers to serve special populations; to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.
- Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;
- Providing technical assistance to new child care home providers as they move through the licensing process in their community (including addressing zoning issues, business codes, etc.) and in accessing any available financial resources to begin/support expansion of their business;
- Participating in ongoing technical assistance and training opportunities, a community of practice with other navigators.

PERIOD OF PERFORMANCE

July 1, 2025 - June 30, 2026

Provider Navigation Work Plan					
Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with	July 1, 2025 - June 30, 2026	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	Early Childhood Resources Navigator	Personnel

these other consultative roles to understand their offerings.					
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	July 1, 2025 - June 30, 2026	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	Early Childhood Resources Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	July 1, 2025 - June 30, 2026	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	Early Childhood Resources Navigator	Personnel
Connect FCCH providers with CSQI Navigators	July 1, 2025 - June 30, 2026	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	Early Childhood Resources Navigator	Personnel

Provider Navigation Work Plan

Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	July 1 st , 2024-September 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel

Provider Navigation Work Plan

Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
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Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1, 2025 - June 30, 2026	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	Early Childhood Resources Navigator	Personnel
Provider Navigation Work Plan					
Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.	July 1 st , 2023- June 30 th , 2024	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
<p>7 potential, new, or existing providers shall be connected to or provided information on:</p> <ul style="list-style-type: none"> -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports. -health insurance options 	<p>June 30th, 2026</p>	<p>The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.</p>
<p>Early Childhood Resource Navigator shall participate in 75% of the technical assistance and training opportunities offered by CDEC. The EC Resource Navigator will also participate in the Community of Care cohort on a regular basis.</p>	<p>June 30th, 2026</p>	<p>The Early Childhood Resource navigator’s participation shall be tracked.</p>



At least 1 FCCH provider shall become licensed or be in the process of becoming licensed.	June 30 th , 2026	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30 th , 2026	Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by PDIS Credentialed EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

PERIOD OF PERFORMANCE

July 1, 2025 - June 30, 2026, with an option to renew for up to five years.

WORK PLAN

EQ Initiative Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:

Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings.

EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.

Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2025 - June 30, 2026	<p>The EC Council and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.</p> <p>The EC Council and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.</p>	<p>Quarterly Reporting includes:</p> <ul style="list-style-type: none"> • Description provided of efforts to contact, coordinate, and collaborate with key stakeholders • Detailed description of connections between EQ and other quality improvement work. • Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants 	Early Childhood Services Supervisor or EQ Staff.	Personnel

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.</p>	<ul style="list-style-type: none"> ● By July 30, 2024 provide detailed annual course plan with advertising ● By July 30, 2024 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses ● Materials are requested at least 2 weeks before start date of EQIT course ● Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025 including participant PDIS ID. ● EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2024 	<p>EQ Staff</p>	<p>Personnel</p>

Fidelity implementation and course outcome data collected	July 1, 2025 - June 30, 2026	<ul style="list-style-type: none"> Course participants complete EQ Initiative online data collection survey 	100% of Course participants shall complete	EQ Staff	Personnel
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Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2025 - June 30, 2026	<p>Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.</p> <p>Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2024 	EQ staff	Personnel

<p>Infant Toddler Specialist-provided coaching</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>24 of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework</p> <p>Corrine Jaeger Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2024, January 31, 2025, April 30, 2025 and June 30, 2025, and each time coaching is reimbursed/invoiced 	<p>Corrine Jaeger – EQIT trainer and Coach</p>	<p>Personnel</p>
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SCHEDULE/MILESTONES

- The GHECC will submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2024. This plan will include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY25 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC will order materials for FY 25 Fall EQIT course(s) by July 30, 2025 and will order materials for FY 26 Spring EQIT course(s) by November 30, 2025.
- The GHECC will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2025.
- The GHECC will complete 2 EQIT courses of training by June 30, 2026.

- The GHECC will complete 10 hours of EQ-funded Coaching by June 30, 2026.
- The GHECC will submit required quarterly reports by October 31, 2025, January 31, 2026, April 30, 2026 and **June 30, 2026**.

ACCEPTANCE CRITERIA

The acceptance of all EQ Initiative deliverables shall reside with the Department of Early Childhood (CDEC), Expanding Quality in Infant Toddler Care Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished

Colorado Department of Early Childhood (CDEC)

Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"

The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

Agency Name: Enter agency's name

Budget Period: Enter budget/ project period dates

Project Name: Enter the project name

Program Contact Name, Title, Phone and Email

Enter agency's program contact information here

Fiscal Contact Name, Title, Phone and Email

Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column A: Position Title

Example 1: Project Coordinator (salaried)

Example 2: Project Administrator (hourly)

Column B: Description of Work

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.

For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

\$	60,000	*Gross Annual Salary
	22%	Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	Annual Salary + Fringe (\$60,000 + \$13,200)
	100%	*Percent of Time on Project
\$	73,200	Amount Requesting from CDEC (automatically calculates)

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

Total Personnel Services (including fringe benefits)

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

Contractors/Consultants (payments to third parties or entities)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column A: Item

List the name of subcontractor

Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

Total Contractors/Consultants

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

Column A: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column B: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from CDEC.

Supplies & Operating Expenses

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

Column A: Item

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools

Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.

Example 1: Includes work book and other necessary supplies. Work book = \$15/student (\$15x225=\$3,375)and teacher supplies (paper, markers, flip chart, etc...) \$20/9 sessions (\$20x9=\$180)

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each supply item.

Total Supplies & Operating Expenses

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - 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. 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.

Indirect Costs

Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate.

Column A: Item

Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado.

Column B: Description of Item (description is not necessary for the negotiated rate agreement)

Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.

TOTAL

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.

**Gunnison- Hinsdale Early Childhood Council
School Readiness Plan for Quality Improvement
July 1, 2025- June 30, 2028**

The Gunnison-Hinsdale Early Childhood Council (GHECC) offers support to all licensed early childhood care and education programs in Gunnison and Hinsdale Counties. As of January 1st, 2025 six of the 9 licensed early childhood centers in Gunnison and Hinsdale Counties are engaged in Colorado Shines Quality Improvement initiatives. None of the three licensed family child care home providers are currently engaged in Colorado Shines and working towards a level 3-5 rating. However, two of the providers are rated at a Level 2.

The GHECC realizes that there is opportunity to increase the number of early childhood programs rated at a Level 3-5. Over the next three years from July 1, 2025 - June 30, 2028 the Council intends to increase outreach efforts to sites that are not yet rated at a Level 3-5 in an effort to increase the availability of child care slots within programs that have high quality ratings. The Council also plans to work closely with Gunnison County Department of Health and Human Services to engage providers in the Colorado Child Care Assistance program (CCCAP) to ensure families on CCCAP have access to quality programs.

Included in the chart below are the early childhood programs that the GHECC currently works with and provides support to. The Council’s goal is to engage all of the early childhood programs currently sitting at a Level 1 rating to increase their rating to at least a Level 2 by June of 2028.

Programs Participating in Colorado Shines Quality Improvement and their Rating Level	License Number: 60279 Stepping Stones, Level 4* License Number: 68033 Paradise Place, Level 3*
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	<p>License Number: 1503694 Little Red Schoolhouse, Level 4*</p> <p>License Number: 10270 Gunnison RE1J School District Preschool, Level 5*</p> <p>License Number: 102382 Tenderfoot Child and Family Development Center, Level 4*</p> <p>License Number: 1781669 Little Adventures Child Care Center, Level 2</p> <p>License Number: 1503646 Hinsdale RE1 School District Preschool, Level 4 *</p> <p>License Number 1773568 Daisdasa Family Daycare Level 1*</p> <ul style="list-style-type: none"> ● Programs with an Asterisk accept CCCAP
<p>Programs that are currently rated as a Level 1 in Colorado Shines Quality Improvement</p>	<p>License Number: 1613337 Songbird Schoolhouse FCCH Provider Level 1</p> <p>License Number: 40010 Julie Townsley FCCH Provider Level 1 *</p> <p>License Number: 1752520 Marble Sprouts Level 1</p> <p>License Number: 1503041 Wee Care, Level 1*</p> <ul style="list-style-type: none"> ● Programs with an Asterisk accept CCCAP

Strategies to Target and Improve the Level of Quality and Increase Capacity at Participating Programs

- Technical Assistance:

- All participating programs will receive tailored technical assistance from our quality improvement coach and navigator based on the program's Quality Improvement Plan.
- The GHECC coach and QI navigator will provide ECRS, ITRS, preschool CLASS, and TPOTS as needed and appropriate given funding levels. GHECC also allows for outside technical assistance as needed, working with regional coaches.

- Professional Development:

- The GHECC works in collaboration with Western Colorado University to provide accessible, low-cost, high quality, professional development opportunities to local programs with the desired goal of increased credential levels in PDIS and reduced turnover.
- The GHECC will continue to work with PDIS to provide local approved trainings.
- The GHECC will continue to offer the Expanding Quality in Infant and Toddler Care Course at least once annually.

- CCCAP Advocacy:

- In partnership with the Gunnison County Department of Health and Human Services, the GHECC disseminates data on the CCCAP state allocation, CCCAP participation, and the CCCAP waitlist.
- Council members in partnership with the Gunnison County Department of Health and Human Services will continue to advocate at the state and local levels for increased CCCAP allocations, provider tiered reimbursement rates, and family income eligibility levels to address access issues for low-wage earning families.
- GHECC staff will meet regularly with Gunnison County DHHS CCCAP staff in order to support CCCAP serving sites

-Increasing Capacity:

- In collaboration with the Gunnison County DHHS, the GHECC will do local outreach to current non-CCCAP serving licensed child care providers about the CCCAP program and the benefits of accepting CCCAP.
- The GHECC will also outreach to potential new licensed child care providers about the supports available for becoming licensed. The council plans to do this outreach through our Early Childhood Resource Navigator, messaging in local newspapers and social media outlets, and various family community events offered throughout the year.

- The GHECC continues to work to raise awareness around the lack of child care slots in our county and develop a plan with key stakeholders to obtain more local funding for child care providers to increase the number of open slots. Most centers accept CCCAP already in Gunnison County, however many home providers do not. This is an area GHECC hopes to work on to create more CCCAP slots, especially for infants.

Strategies for Promoting Family Involvement as aligned with Colorado Shines Family Engagement Quality Indicator

- Home Language:

- GHECC works closely with the Multicultural Resource Services within Gunnison County Health and Human Services, which supports immigrants to ensure programs are able to offer materials in the family's home language.
- GHECC will continue to support early childhood programs in offering materials translated in Spanish and working with sites to provide interpretation services when needed.

- Sensitivity to Diversity:

- The GHECC will promote community-based programs, community mental health, child nutrition, physical fitness, food banks, Child Find, and medical/dental resources with families at least once per year within child care centers and through social media.
- The GHECC also provides support to child care providers for parenting events to allow opportunities for all families to get to know one another.
- The GHECC will continue to offer community events that allow for families to gather and learn about the resources available to them in our communities.

- Transitions:

- The GHECC will support the local school districts and preschool programs to develop transition plans from preschool to Kindergarten that focus on shared communication and child assessment data.
-

- Engagement with Families:

- The GHECC will offer educational information sessions on child development and learning aligned with the Early Learning and Development Guidelines to programs.
- The GHECC will continue to share information on the importance of quality within early childhood programs.

- Engagement with Community:

- The GHECC will continue to work with community partners and key stakeholders to ensure that all have a comprehensive understanding of the critical role that early childhood programs play in the community.
- Council staff will continue to engage with community partners and attend community meetings that relate to the work done by the Council. This includes attendance at meetings conducted by: Child Maltreatment Prevention Committee, Family Advocacy and Support Team, Gunnison County Substance Abuse Prevention Program, and the Gunnison Valley Health Coalition.

Gunnison Hinsdale Early Childhood Council Strategic Plan

The GHECC's vision is to ensure the healthy growth and optimal development of all young children so that each child is ready to success in school and life.

Our mission is to expand and improve quality early childhood services and education opportunities for families in Gunnison and Hinsdale Counties.

Early Learning and Development

The GHECC will support availability of and equitable access to environments that are high quality, family-centered, and affordable.

Economic Mobility

Create an environment that fosters economic success so that all the essential needs of children, families and the workforce are met.

Council Infrastructure

Maintain and sustain the Gunnison Hinsdale Early Childhood Council and associated services.

Family Support and Parent Education

The GHECC will support and promote equitable access to family centered resources that increase healthy development and learning as well as family health and well-being.

Health & Well-Being

Parents will have increased access to quality child health and mental health services and programs through early identification, consultation, and treatment.

Early Childhood Workforce

Strengthen and support the Early Childhood Workforce.





Early Learning and Development Goal

The GHECC will support availability of and equitable access to environments that are high quality, family-centered, and affordable.

A. Increase local resources to support early childhood care and education programs and the early childhood workforce.

- Heighten community awareness of the importance of early childhood and related efforts by engaging elected officials and key community leaders to share relevant data and present potential solutions.
- Collect and share data annually around early childhood program accessibility, affordability, workforce recruitment and retention, etc.
- Regularly engage with and gather feedback from licensed child care providers, early childhood professionals, and family friend and neighbor caregivers in order to better serve the early childhood sector in Gunnison and Hinsdale Counties.

B. Promote and offer professional development opportunities that increase the use of best practices and increase early childhood professional's competence in order to create quality learning experiences for children and families.

- Offer Nurturing the Young Child Conference on an annual basis.
- Provide regular coaching and training opportunities to all licensed child care providers in Gunnison and Hinsdale Counties.
- Provide the Expanding Quality in Infant and Toddler Care course once per year or as needed, and associated coaching.
- Offer the LENA Grow program and associated coaching throughout the year.
- Partner with Western Colorado University to further develop the early childhood certificate program.
- Ensure that all professional development opportunities offered through the Council are culturally inclusive.



Early Learning and Development Goal

C. Promote and share grant opportunities with local licensed child care providers to supplement the cost of providing child care and better support the ECE workforce.

- Share grant opportunities offered through the State and Foundations with all licensed child care providers.
- Assist licensed providers with gathering relevant data to support grant requests.
- Share local grant writing courses with licensed providers.
- Provide grant writing support to licensed providers when necessary.

D. Increase the number of licensed providers and slots through outreach and support to FFNs and potential home providers.

- Outreach to potential home providers at existing community events.
- Develop stronger partnerships with other family/caregiver serving agencies in order to promote GHECC FFN and licensed child care provider supports.
- Offer bi-monthly FFN caregiver trainings.
- Increase the GHECC Facebook following in order to more widely share information on training and support opportunities.
- Develop a system to streamline the child care licensing process in Gunnison and Hinsdale Counties.

E. Explore solutions for increased access to child care including flexible childcare options, including summer care and weekend care.

- Explore opportunities to better partner with Western Colorado University's education program and the Gunnison Watershed School District to support the need for school-aged summer care workforce.
- Work with community partners to explore opportunities to offer school-aged after school programming.
- Work alongside the Child Maltreatment Prevention team to develop a strategic community plan to increase capacity at licensed providers and expand capacity for infant and toddler care.



Family Support and Parent Education

The GHECC will support and promote equitable access to family centered resources that increase healthy development and learning as well as family health and well-being.

A. Explore and facilitate development of a Family Resource Center or a family gathering space in Gunnison County, working closely with Multicultural Resource Services and Juvenile Services.

- Meet with other family serving agencies to assess the need for a Family Resource Center.
- Work alongside other family serving agencies to research funding opportunities to develop a Family Resource Center that can serve Gunnison and Hinsdale Counties.

B. Collaborate with Communities that Care to provide education to employers in Gunnison and Hinsdale Counties around Family Friendly Business Practices.

- Create a shared drive to house templates for Family Friendly Policies that organizations and licensed child care providers can access and utilize as they develop their own Family Friendly Business Practices.
- Schedule an annual meeting with Human Resource leaders of large employers in Gunnison and Hinsdale Counties to discuss Family Friendly Business Practices.
- Present information on Family Friendly Business Practices at GHECC presentations throughout the year.
- Share information and resources related to the FAMILI program at community events and with agencies that serve families.



Family Support and Parent Education

C. Build and expand opportunities for family leadership within the Gunnison Hinsdale Early Childhood Council, family support and education programs, schools and communities. In order to increase family contribution, participation and sense of community.

- Outreach to families to encourage engagement with the Council.
- Work with licensed child care providers to encourage family participation in GHECC meetings and events.
- Share family leadership opportunities with parents of young children through the GHECC email listserv and Facebook page.

D. Offer family friendly events that provide parents with referral and resource information, and promote early childhood services collaboration.

- Offer the Community Baby Shower on an annual basis.
- Offer a summer programming fair each Spring.
- Offer multiple Universal Preschool Sign-Up and Q&A sessions on an annual basis once Universal Preschool Enrollment begins.



Family Support and Parent Education

E. Promote family strengthening programs that reduce child abuse and neglect.

- Focus outreach efforts to reach parents who are not using licensed childcare and other vulnerable populations.
- Provide and promote parent education with partners, such as child care providers, School District, Juvenile Services, etc. so that adults understand and support children's learning and development, including education on the Early Learning Developmental Guidelines and social and emotional development.
- Promote and refer families to home visitation programs such as Parents as Teachers and Nurse Family Partnership.
- Work with partner organizations such as Early Intervention and Child Find to support families in accessing developmental screenings.
- Continue to collaborate with Gunnison Valley Health to offer the Mama's Cafe on a weekly basis throughout the year.
- Lighthouse -



Health & Well-Being

Parents will have increased access to quality health and mental health services and programs through early identification, consultation, and treatment and comprehensive services to fully support the minds and bodies of families and children.

A. Engage all types of prenatal care providers and family health care providers in the education of pregnant women and families. Ensuring that families are provided guidance and education around dental care, immunizations, early identification and referrals.

- Focus outreach efforts to reach new and expecting parents to ensure their understanding of the importance of regular prenatal care, well-child visits and immunizations.
- Work with community partners to develop plan to increase access to dental providers that accept Medicaid.
- Connect with existing dental providers to understand their offerings.
- Work with partner organizations such as Early Intervention and Child Find to support families in accessing developmental screenings.
- Continue to collaborate with Gunnison Valley Health to offer the Mama's Cafe on a weekly basis throughout the year.

B. Support the Gunnison County Immunization program to increase the percentage of children fully immunized by Kindergarten through education and promotion efforts, as well as addressing access.

- Work closely with Gunnison County Public Health immunization program to provide education and outreach around immunizations.
- Outreach to early childhood programs to provide support around parent education and awareness of immunization schedule.



Health & Well-Being

C. Promote oral health messages to parents for early dental care to decrease the rate of childhood dental cavities.

- Share messaging and promotional materials with licensed providers and parents around the importance of oral health.
- Work with other community organizations to offer free dental health screenings in early childhood programs.

D. Collaborate with our community's existing social emotional mental health support systems, such as Family Advocacy and Support Team, Parents as Teachers, and the Axis Health System to assist families in identifying and using social, emotional, and mental health supports.

- Attend partner meetings to ensure Council staff's understanding of mental health supports available to families.
- Explore the possibility of having a local Early Childhood Mental Health provider working directly with providers and families.
- Collaborate with parent education programs to assist with parent referrals to programs such as Parents as Teachers, Nurse Family Partnership, Family Advocacy and Support Team, etc.



Health & Well-Being

E. Improve screening and referral process of medium to high risk children and direct appropriate resources and strategies to support this group.

- Work with other family serving agencies and providers to improve and streamline the screening and referral process.



Economic Mobility

Create an environment that fosters economic success so that all the essential needs of children, families and the workforce are met.

A. Connect families with community resources that can support their economic mobility, such as supplemental nutrition assistance programs, WIC, affordable housing, health insurance, child care tuition assistance, etc.

- Outreach to families at various community events throughout the year. Providing information on the various programs available to them and ways to apply.
- Support families in understanding their eligibility for various public benefits programs.
- Promote the My Friend Ben platform and encourage families to visit the website to better understand what programs they may be eligible for.

B. Provide education and support to families and the early childhood workforce around financial literacy.

- Provide financial literacy workshops to families and the workforce that cover topics such as taxes, budgeting, savings, etc.
- Provide education and support to families around filing for taxes and various tax credits available to them. Connect families with free or low-cost tax preparation professionals.



Early Childhood Workforce

Strengthen and support the Early Childhood Workforce.

A. Enhance professional development opportunities available at the local level.

- Increased collaboration with Western Colorado University and the Gunnison Watershed School District Pathways program to allow for more locally offered ECE courses.
- Work closely with the Early Childhood Council Leadership alliance and other early childhood support programs to offer well rounded professional development opportunities at the local level.

B. Work to increase access to professional development opportunities by supporting scholarships opportunities and working with community partners to reduce the cost of courses.

- Develop a scholarship fund for local early childhood professionals to assist with the cost of tuition for college level courses.
- Work closely with local and State partners that offer continuing education to schedule local sessions at a reduced cost. ie. Pyramid model, cost of care, and small business trainings.



Early Childhood Workforce

C. Increase diversity within the local early childhood workforce.

- Ensure that all communications for recruitment of new early childhood professionals and supports for current professionals are translated.
- Ensure interpretation is available at all professional development trainings offered by the GHECC.

D. Outreach and provide technical assistance and education opportunities to potential licensed family child care home providers.

- Continue to work with local Family, Friend and Neighbor (FFN) caregivers to increase awareness of health and safety practices, program quality supports, and potential opportunities to support them in becoming licensed.
- Continue to offer bi-monthly FFN workshops

E. Advocacy for early childhood workforce supports.

- Continue to raise awareness around the essential role that early childhood professional play in the communities that we serve.
- Continue to advocate for local funding to stabilize and grow the early childhood workforce. Including continuity of funding for the EC credential stipend and sick leave program.



Infrastructure

Maintain and sustain the Gunnison Hinsdale Early Childhood Council and associated services.

- A. Write grants annually or as needed to the Colorado Department Early Childhood for Systems Building, Quality Improvement, and Expanding Quality in Infant and Toddler Care program. Explore and write for other local, State, Federal and foundation grants for supporting council work and to maintain staff levels.**

- B. Hold at least 6 Gunnison Hinsdale Early Childhood Council Meetings each year and attend at least 2 meetings in Hinsdale County that relate to Early Childhood services.**

- C. Maintain relationships with council members, including the 7 mandatory Stakeholders. ECC members sign Memorandum of Understanding annually.**

- D. Review annually the strategic plan, the council bylaws, operating agreement, governance structure, and other governing documents and update as needed.**

Attachment 1: General Project Information

1. **Project Title :** Gunnison County Opioid Overdose Response: Addressing Gaps in Prevention, Treatment, Recovery, and Harm Reduction
2. **Requested Award Amount:** \$297,533
3. **Applicant Organization Name:** Gunnison County
4. **Applicant Organization Address:** 200 E Virginia Avenue, Gunnison, CO 81230
5. **Applicant Organization Facility Type (e.g., Rural Health Clinic, Critical Access Hospital, Tribe/Tribal Organization, Health System, Institute of Higher Learning, Community-based Organization, Foundation, Rural Health Network, etc.):** Local Government Agency
6. **Project Director Name and Title (should be the same individual designated in Box 8f of the SF-424 Application Form):** Shonna Gray, Clinical Manager – Public Health
7. **Project Director Contact Information (phone and email):** 970-641-7910 sgray@gunnisoncounty.org
8. **How the Applicant First Learned About the Funding Opportunity (select one: State Office of Rural Health, HRSA News Release, Grants.gov, HRSA Project Officer, HRSA Website, Technical Assistance Provider, State/Local Health Department):** Grants.gov and HRSA Website
9. **Whether you are a: current RCORP award Recipient, previous RCORP award recipient, current RCORP Consortium member, or previous RCORP Consortium member.** Previous RCORP Recipient, Previous RCORP Consortium member.

RCORP-Overdose Response target service area (must be exclusively rural, as defined by the Rural Health Grants Eligibility Analyzer): Fully Rural Counties: Gunnison County, Colorado

Activities and tier proposed in application (include the number associated with the proposed activities. (e.g., “1.1 and 2.3”):

- Tier 1:
 - Prevention:
 - 1. Tertiary Prevention
 - Treatment:
 - 5. Stimulant Treatment
 - Recovery:
 - 1. Recovery Housing
 - 3. Peer Recovery Specialists
- Tier 2:
 - Special Populations
 - Youth Prevention

PART B: Activity-specific approach

Tier 1

Prevention

1. Tertiary prevention - Purchase naloxone, fentanyl test strips or other evidence-based tertiary prevention and distribute across Gunnison County. Strategic placement will include Gunnison Food Pantry, Western Colorado University, and Gunnison County Public Health.

Treatment

5. Stimulant Treatment - Establish, improve, or expand evidence-based stimulant treatment programs for individuals with polysubstance use and provide training to providers to address stimulant misuse. This includes working with the Colorado Consortium for Prescription Drug Use and Porchlight Clinic. Efforts will address alcohol use withdrawal management, specifically with individuals involved in the court system.

Recovery

1. Recovery Housing - Establish or expand recovery housing in partnership with Gunnison Sanctuary House. This includes supporting men entering recovery housing and support the effort to establish a women’s recovery home.

3. Recovery Peer - Train peer recovery support specialists and coordinate placements in local SUD/ODD service delivery sites. Specific sites will include Gunnison Detention Center in partnership with the Jail Based Behavioral Clinician, Gunnison County and District Courts with withdrawal management , and other intersections with the criminal justice system.

Tier 2 – Special Populations

Youth Prevention - Develop youth-specific SUD prevention programming in partnership with the Gunnison Watershed School District (GWSD) to include implementation of evidence-based prevention curriculums in middle schools across the district.

Work Plan

Prevention Goal 1 – Provide direct education to middle school youth in the Gunnison Watershed School District to increase the perception of harm and refusal strategies – Tier 1 Tertiary Prevention and Tier 2 Special Population Youth Prevention

Objective 1.1: *Increase the understanding of prevention, harm reduction, and evidence-based strategies for SUD/ODD to reduce stigma associated with the disease.*

Strategy 1.1: *Provide Culturally and Linguistically Appropriate Education*

Activity	Who is responsible?	By when?
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Research, select, and create education that covers addiction and mental health to educate community members and professionals.	Program Director, Grasp Coordinator, SEL/Youth Coordinator	Year 1 -Q1
Provide education and awareness of addiction to community members and youth – host 2 events annually in each community and ongoing education in schools. One will be held in Spanish.	Program Director, Education Subgroup, and Coordinators	Year 1 -Q2, Q3
Provide education on harm reduction/prevention, treatment and recovery of mental illness and addiction to stakeholder; trainings will include overdose awareness and Naloxone administration, harm reduction strategies, stimulant and polysubstance use awareness, and navigation to local resources.	Program Director, Coordinators, And Consortium	Year 1 -Q2, Q3
Work with University Colorado University Student Affairs office to support the education of about mental health and addiction and how to access community resources.	Grasp Coordinator; Western Colorado University	Year 1-Q3, 4

Strategy 1.2: *Increase and support the use of school-and community-based prevention programs that are evidence-based for middle school youth and parents.*

Activity	Who is responsible?	By when?
Review current prevention curriculum used in GWSD district to ensure it covers addiction (Opioids and stimulants) and mental health, if necessary choose new curriculum.	SEL/Youth Programming Coordinator and School District	Year 1 -Q 1
Provide education about substance use in youth and local trends to families– host 2 events.	SEL/Youth Programming Coordinator and School District	Year 1-Q3
Provide weekly substance use education and evidence-based prevention to all middle school youth in GWSD.	Youth Programming Coordinator	Year 1 -Q 1, 2, 3,

Treatment Goal 1 – Increase the health of patients with SUD/ODU by establishing evidence-based treatment programs for individuals with polysubstance use and providing training to providers to address stimulant misuse.

Objective 1.1: *Address infectious disease and decrease complications of individuals with SUD/ODU.*

Strategy 1.1: *Screen and provide (or refer) patients with SUD/ODU who have infectious complications.*

Activity	Who is responsible?	By when?
Work with Gunnison County Public Health, the Gunnison Valley Healthcare and the Criminal Justice system to screen	SUD nurse	Year 1-Q 1, 2, 3, 4

individuals who are at risk of having an infectious disease from SUD/ODU and refer or provide treatment.		
Provide education to identified organizations on types of disease for SUD/ODU use (acute/chronic), symptoms, and possible complications.	SUD nurse, Consortium education subgroup	Year 1-Q3, Q4

Objective: 2.1 – *Increase the capacity of Gunnison County to address treatment services for SUD/ODU including providing withdrawal management services through the health system and criminal justice system.*

Strategy 2.1: *Work with Porchlight Clinic, Gunnison Valley Health Foundation and Gunnison County Courts to coordinate withdrawal management services.*

Activity	Who is responsible?	By when?
Continue to work with Gunnison Valley Health Foundation to pilot withdrawal management in partnership with the ROOTS program in rural Colorado.	Program Director, Gunnison Valley Health Foundation.	Year 1-Q 1
Partner with Porchlight to financially support the implementation of a guided withdrawal management program for qualified individuals within the court system.	Grasp Coordinator, Porchlight, Gunnison County Court Judge.	Year 1 -Q 2, Q3, Q4
Ongoing collaboration with Colorado consortium to identify evidence-based MAT/withdrawal management support for healthcare providers.	Grasp Coordinator	Year 1-Q 1, 2, 3, 4

Recovery Goal: *Increase the capacity to support recovery efforts in Gunnison County by expanding recovery housing in partnership with Gunnison Sanctuary House and expanding recovery services through identifying a Peer Organization/Health System to embed one Recovery Peer identified sites.*

Objective 1.1 *Increase SUD/ODU infrastructure and workforce capacity supporting recovery services.*

Strategy 1.1: *Collaborate with Gunnison Sanctuary Housing to support the current recovery home and expand recovery services to include women to support transitional or recovery housing with peer support and wraparound services offered as a component.*

Activity	Who is responsible?	By when?
Provide housing applications to individuals in need of recovery housing in Gunnison County in collaboration with strategic partners.	Grasp Coordinator	Year 1 -Q 1,2, 3, 4
Review and award housing support to up to 15 individuals.	Grasp Coordinator, Grasp Consortium	Year 1 – Q1, 2, 3, 4

Strategy: 1.2: *Create an avenue for transition to community services for individuals coming out of treatment, incarceration, and other types of care by enhancing discharge coordination to increase linkages to home and community-based services and social support (basic needs, transportation, medical and behavioral health, etc.)*

Activity	Who is responsible?	By when?
Collaborate with an established peer support organization to hire a Recovery Peer	Project Director, GVH, Porchlight	Year 1, Q1
Work with Peer organization to help provide training and connections to community partners.	Project Director, GVH, Porchlight	Year 1 Q 1, Q2
Work with the Grasp and other partners to disseminate information to Peer about the community services for accessing food, housing, childcare and parenting supports, job services and other basic needs.	Project Director, GVH, Porchlight	Year 1 -Q1, 2, 3, 4
Work with the Gunnison Courts, Gunnison Detention center and JBBS staff to establish a referral system for peer support specialist for inmates with SUD/ODU upon release to help coordinate treatment, recovery when applicable.	Project Director, GVH, Porchlight , County Court Judge	Year 1-Q1, 2, 3, 4

FY2025-2026 Budget Narrative and Justification

A. Personnel:

TABLE 7: FEDERAL REQUEST

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director		125,000	30%	\$37,500
Data Coordinator		80,000	25%	\$20,000
Grasp Coordinator – Learning Collaborative POC		88,000	40%	\$35,200
SUD Nurse		88,000	25%	\$22,000
SEL/Youth Prevention Coordinator		80,000	25%	\$20,000
			TOTAL	\$134,700

NARRATIVE JUSTIFICATION: Funds will be used for 30% of the Program Director’s time. The Program Director is the point person on the award and will make staffing, financial, and other decisions to align project activities with project outcomes. The Program Director will carry out all required duties of the grant including monthly calls with HRSA/Technical Assistance team and monthly meetings with Consortium members. Funds will be used for 25% of the Data Coordinator’s time, which will be a 35/hour a week position. The Data Coordinator is responsible for tracking, collecting, aggregating and reporting quantitative and qualitative data and information from consortium members regularly for quarterly and biannual reporting requirements. Funds will be used for a Grasp Coordinator, 40%. The Grasp Coordinator will facilitate Consortium sub-group meetings, organize naloxone training, promote takebacks, and assist the SUD nurse and data coordinator. The Grasp Coordinator will serve as the Learning Collaborative point of contact. Funds will be used for a part-time SUD nurse, 25%, to help carry out harm reduction and recovery activities. The SUD nurse will provide mentorship to community members as they reintegrate into the community from treatment or the criminal justice system (with support from the Jail Based Clinician) and help them navigate resources for basic needs and recovery. Funds will be used for the SEL/Youth Prevention Coordinator, 25%. The SEL/ Youth Prevention Coordinator will work with the RE1-J school district to increase and support the use of evidence-based school and community prevention programs. The Youth Prevention Coordinator will work with universally with youth in the school and targeted with youth who are at higher risk for experiencing substance use disorders. The Youth Prevention Coordinator and Adult Prevention Coordinator will assist the Program Director with organizing and implementing core treatment activities. The compensation rates are determined by the County and reflective of local compensation for professionals performing these functions.

FEDERAL REQUEST (enter in Section B column 1 line 6a of form SF424A) **\$134,700**

B. Fringe Benefits:

TABLE 9: FEDERAL REQUEST

Component	Rate	Wage	Cost
FICA	15%	134,700	\$20,205
		TOTAL	\$20,205

NARRATIVE JUSTIFICATION: Any and all fringe are required for employees.
FEDERAL REQUEST(enter in Section B column 1 line 6b of form SF424A) **\$20,205**

C. Travel:

TABLE 11: FEDERAL REQUEST

Purpose of Travel	Location	Item	Rate	Cost
Required Training	Washington DC	Airfare (2 people)	\$500	\$1,000
		Lodging (2 people, 4 nights each)	\$225/person/night	\$1,800
		Per diem (2 people, 4 days each)	\$65/person/day	\$520
		Ground transportation for 2 people	\$100	\$100
			Total	\$3,420

NARRATIVE JUSTIFICATION:

Funds are requested to send two consortium representatives to a required training as required by the grant application. 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) **\$3,420**

D. Equipment:

TABLE 13: FEDERAL REQUEST

Item(s)	Rate	Cost
None		\$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
Support for HIV/Hep C testing and Naloxone Distribution	\$40 per test/Naloxone x 100 people	\$4,000
Youth Education curriculum support		\$1,500
	Total	\$5,500

NARRATIVE JUSTIFICATION:

Funds are requested to hold Harm Reduction/Naloxone trainings to further the education of our health providers and community members and to train participants to administer Naloxone if

needed. Participants will leave with knowledge about administering Naloxone to help the greater community and will be provided with 200 doses (100 boxes) of Naloxone. Naloxone will be available at designated sites across the community where individuals are trained. Funds will be used to support HIV/Hep C testing when needed. Funds will be used to provide support to purchase curriculum and materials for youth education.

FEDERAL REQUEST – (enter in Section B column 1 line 6e of form SF424A) \$5,500

F. Contract:

TABLE 17: FEDERAL REQUEST

Name		Cost
Gunnison Valley Health System /Porchlight	\$30,000 for Withdrawal Management and \$10,000 Jail Based Services for clinical support after discharge	\$40,000
Sanctuary House - Recovery housing support for residents	15 individuals \$1,500 month.	\$22,500
Peer Recovery -TBD	\$40,000 for an organization to house a peer recovery position that will work in partnership with Jail Based Services.	\$40,000
	TOTAL	\$102,500

NARRATIVE JUSTIFICATION:

Funds are requested to assist in supporting withdrawal management and medical guided treatment for individuals in lieu of incarceration for individuals who are interfacing with the criminal justice system and for those who are transitioning out of treatment and/or in recovery. Funds will be used to support recovery housing for Gunnison County residents who are in need of safe, supportive housing in their recovery journey. Funds will be used to support Peer Recovery services to work with the Gunnison Valley Health system, Porchlight and Jail Based Services, and the courts to help individuals in their recovery and system navigation.

FEDERAL REQUEST-- (enter in Section B column 1 line 6f of form SF424A) \$102,500

G. Construction: NOT ALLOWED – NONE

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

TABLE 19: FEDERAL REQUEST

Item	Rate	Cost
Monthly Fee for hand held email device	\$45/month x 1 employee	\$540
Computer	\$4000 annually – three computers for staff and all maintenance and programming for computers cost which is \$10,000 annually.	\$4,000
Media Space for PSA’s	\$350 per month online and newspaper ads in each community x 12 months	\$4,200

Community Education	4 events annually to provide education on SUD/ODU 50 people per event \$500 for materials and space	\$2,000
Support for youth initiatives	\$500 for space for youth to hold meetings, focus groups and education. \$25 supplies monthly	\$6,300
	Total	\$17,040

NARRATIVE JUSTIFICATION:

The Director position requires mobility in the form of a handheld email device and computer use in the office. Rates include monthly fee for service. Funds will be used in order to educate the computer on substance misuse, education opportunities and messaging through media sources. Funds will be used to help support youth initiatives in order to compensate youth for their time an increase buy-in. Funds will be used to support educational efforts for the community, helping professionals and prescribers in order to enhance understanding of addiction and treatment methods.

FEDERAL REQUEST-- (enter in Section B column 1 line 6h of form SF424A) \$17,040

TOTAL DIRECT COSTS:

FEDERAL REQUEST (enter in Section B column 1 line 6i of form SF424A) \$283,365

TOTAL INDIRECT COSTS:

FEDERAL REQUEST (enter in Section B column 1 line 6j of form SF424A) \$14,168

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs

FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) \$297,535

TABLE 21: BUDGET SUMMARY Year 1

Category	Federal Request	Non-Federal Match	Total
Personnel	\$134,700	\$0	\$134,700
Fringe	\$20,205	\$0	\$20,205
Travel	\$3,420	\$0	\$3,420
Equipment	\$0	\$0	\$0
Supplies	\$5,500	\$0	\$5,500
Contractual	\$102,500	\$0	\$102,500
Other	\$17,040	\$0	\$17,040
Total Direct Costs*	\$283,365	\$0	\$283,365
Indirect Costs	\$14,168	\$0	\$14,168
Total Project Costs	\$297,533	\$0	\$297,533

Instructions - Edward Byrne Justice Assistance Grant (JAG)

[2025 JAG - Announcement of Available Funds](#)

Organization Information & Project Officials

List the Project Officials that will be responsible for this project below.

Each Project Official must be separate individuals. No one person may fill more than one role.

See [DCJ Project Officials](#) and [Signature Authority](#) Guidance for more information.

1. Organization
2. Location Gunnison County - Juvenile Services - headquarters
3. Project Director Kari Commerford
4. Signature Authority Laura Puckett-Daniels
5. Financial Officer Jody Wise
6. Primary Contact Kari Commerford

Project Title

Youth diversion and support services

Project Duration

The project period will be **October 1, 2025 to September 30, 2026**

Application Type

Select the best description of your request for funds: Program/Project

Purpose Area

Indicate the appropriate JAG Purpose Area for this project to ensure that the project falls within the parameters identified. Only one option can be chosen.

- Purpose Area
 1. 01 - Law Enforcement
 2. 02 - Prosecution, Court, and Indigent Defense
 3. **03 - Prevention and Education**
 4. 04 - Corrections and Community Corrections
 5. 05 - Drug Treatment and Drug Enforcement
 6. 06 - Planning, Evaluation, Technology Improvement
 7. 07 - Crime Victims and Witness Protection
 8. 08 - Mental Health Programs
 9. 09 - Implementation of State Crisis Intervention Court Proceedings and Related Programs or Initiatives, including but not limited to, mental health courts, drug courts, veterans' courts, and Extreme Risk Protection Order Programs

Project / Plan Summary

Provide a brief description of the proposed project or plan, including the purpose, activities that will be completed or steps that will be taken to address the identified need or problem, and anticipated outcomes. Additionally, explain how the project/plan will address one or more of the JAG Board priorities and/or the JAG Purpose Areas. Be clear and succinct.

Gunnison County Juvenile Services Department (GCJSD) uses a framework that focuses on Positive Youth Development, being trauma-informed and understanding the impacts of risk and protective factors. This project address the JAG Boards priorities (1) Advancing Equity and Support for Underserved Communities and (2) Behavioral health programs. This project will provide more equitably serve youth/families by providing bilingual diversion programming for youth. The cornerstone of diversion is the ability to build relationships with youth and parents. The need for bi-lingual diversion services has grown 25% in the past 3 years. This project will expand our restorative practices throughout the GCJSD, the school district and probation. This project will also support Plus Mentors, behavioral specialists hired through Gunnison Valley Mentors and matched with up to 12 middle and high-school aged students dependent on their level of need.

What is the need or the problem you are trying to address, change, or eliminate?

Over the past 5 years there has been consistent funding and support for upstream and primary prevention services and Gunnison County has seen positive outcomes from prevention efforts across community partners. However, we have seen a gap in resources for direct services for youth and families and an increase in youth and families with more complex behavioral health needs. Gunnison County is experiencing gaps in services for youth experiencing generational trauma, complex trauma with newcomers (terminology used by RE1-J school district for youth entering into the United States with little to no English language and with little to no family support), youth engaging in more violent acts, and youth/families in conflict. With the transition to Family First, our rural community has struggled to realize how to meet the needs of youth and families and are identifying areas of gaps and needs to successfully support youth and families.

This project will help to provide more equitably services for youth and families in our community by providing bilingual diversion programming for youth. The cornerstone of diversion is the ability to build relationships with youth and parents. Our current staffing, one staff, is not able to equitably provide services for our Spanish speaking community members. The need for bi-lingual diversion services has grown from 5 % in 2021 to over 30% in 2024. We have seen the increased need in bi-lingual services also increase through our Collaborative Management Program as well, more than doubling in the past year. The proposed project will help to meet the early intervention needs by building capacity and providing more equitable services. Bi-lingual early intervention services will provide direct services to youth who are diverted from the criminal justice system and will provide screening, assessment, connection to community support and mental health services and partnership with the school to increase attendance and decrease school-behavioral incidents. This meets priority one of the JAG Board.

This project will build capacity by expanding our restorative practices throughout the Juvenile Services Department, the RE1-J school district and through probation. There is cross-sector support for the expansion of restorative practices to help youth understand the impact of their choices and how to repair harm. Socio-economic risk factors are reliable markers for identifying potential areas of disengagement at school, including truancy, suspension and expulsion, and dropout. Throughout the district, chronic absenteeism is one of the greatest challenges facing all schools, with about 20% of all students identified as chronically absent. At Gunnison High School (GHS), that number rises to 35% of students. Additionally, GWSD employs PowerSchool risk analytics to determine student need for intervention. Two weeks into the Fall 2022 semester, over 15% percent of the combined population of K-12 students are identified with at least some risk for academic failure and/or discipline referral. Nine percent of GES students, 26% of GMS students, and 15% fr GHS students are currently identified as "at risk," and this number will likely increase as the semester progresses. Risk analysis can be a reliable indicator of suspension and dropout and, while graduation rates at GHS are higher than the state average, they have declined over the past two years. Hispanic or Latino students are at a higher risk of dropping out before graduation. Funds will support increased Restorative supports with individuals involved in the Diversion program, school based restorative needs, and community referred restorative needs. Additionally, funds will be utilized to support Inspire Mentors through the Gunnison Valley Mentors program for youth who are identified as high need for increased protective factors due to risk of multi-system involvement, youth in conflict or adverse childhood experiences. This meets the JAG Board's priority of increasing behavioral health programs and providing equitable services.

Juvenile Services has started to receive requests from families in the community to help support youth who are struggling with substance use that have not yet been involved in the criminal justice system or other youth programming. There is a need to increase support to parents and youth for psychoeducation on behavioral health and drug education. Identified social and structural determinants of health leading to inequities in Gunnison County include: lack of affordability and access to basic needs including housing and food security, lack of affordable health care (primary and behavioral), shortage of culturally diverse health/behavioral health providers, lack of childcare, high rates of substance use and low perception of risk in youth and adults with no inpatient or intensive out-patient services

Describe your project plan and how you will implement the plan.

Goal 1: Increase the capacity to provide early intervention services, deflect and redirect youth from the criminal justice system who have behavioral health needs.

Objective 1.1: Provide equitable services for Spanish speaking youth/families qualifying for diversion services.

Activity	Who is responsible?	By when?
Hire Bi-lingual diversion officer	Program Director	Year 1 Q1
All youth who enter into diversion will be served in their primary language	Program Director, CYDC Coordinator, Bi-lingual Diversion	Year 1, Q2, Q3, Q4

Document success in diversion portal.	CYDC Coordinator, Bilingual Diversion	Year 1, Q2, Q3, Q4
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Objective 1.2: Increase protective factors for youth who are currently or at risk for multi-system involvement.

Activity	Who is responsible?	By when?
Gunnison Valley Mentor to hire 1 FTE Inspire/Plus Mentor	GVM Director, Family Support Manager	Year 1, Q2, Q3, Q4
Up to 12 youth are matched with Inspire/Plus Mentor	GVM Director, Family Support Manager	Year 1, Q2, Q3, Q4
Number of youths served and pre-post Mentors survey shared to demonstrate increase in protective factors	GVM Director, Plus Mentor	Year 1, Q2, Q3, Q4

Objective 1.3: Increase capacity to support Restorative practices in the diversion program, school, and community referred restorative needs.

Activity	Who is responsible?	By when?
Restorative practices utilized for suspensions, diversion and probation offenses.	All key staff	Year 1, Q2, Q3, Q4
Number of youth referred	All key staff	Year 1, Q2, Q3, Q4
Number of session/youth served	All key staff	Year 1, Q2, Q3, Q4
Track number of repeated violations/re-offenses within a one year period.	All key staff	Year 1, Q2, Q3, Q4

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.

Activity	Who is responsible?	By when?
Provide psychoeducation for at least 80% of high-needs youth referred to GCJS.	Family Support Manager	Year 1, Q2, Q3, Q4
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.	Family Support Manager, Therapeutic/Coach	Year 1, Q2, Q3, Q4

Provide ongoing training for 2 full-time staff members to provide psychoeducation and parental support to youth and families.	Family Support Manager	Year 1, Q2, Q3, Q4
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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.*

Activity	Who is responsible?	By when?
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).	GVM Director, Family Support Manager	Year 1, Q2, Q3, Q4
Develop a standardized referral process to GCJS from community and school-based partners.	Data Analyst, GVM Director	Year 1, Q2, Q3, Q4
Implement a standardized referral process to GCJS from community and school-based partners.	GVM Director, Family Support Manager	Year 1, Q2, Q3, Q4

FY2025-206 Budget Narrative and Justification

A. Personnel:

TABLE 7: FEDERAL REQUEST with fringe

Position (1)	Name (2)	Annual Salary/Rate (4)	Level of Effort (5)	Cost (6)
(1) Project Director – Gunnison County	Kari Commerford	\$140,000	10%	\$14,000
CYDC Case Manager	Will Powell	\$80,000	50%	\$40,000
Bi-lingual Diversion Case Manager	Esthela Rodriguez	\$70,000	50%	\$35,000
(3) Family Support Manager	Sarah Quinlivan	\$88,000	50%	\$44,000
(5) Therapeutic Mentor/Coach	Dusty Sylvanson	\$40,000	25%	\$10,000
TOTAL				\$143,000

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. 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.
3. 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.
4. 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**

C. Travel:

TABLE 11: FEDERAL REQUEST

Purpose of Travel (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost Charged to the Award (5)
Regional Partners and CYDC conference	Colorado			
		Hotel	\$225/night x 3 x 4	\$2,700
		Per Diem (meals and incidentals)	\$65 x 3x4	\$780
Local Travel		Mileage	1500 miles x.58	\$870
			Total	\$4,350

NARRATIVE JUSTIFICATION:

Funds are requested to send three staff to the annual CYDC conference and regional travel with learning opportunities. Costs are based on estimates of airfare, lodging, per diem, ground transportation. These training courses 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) **\$4,350**

FEDERAL REQUEST – (enter in Section B column 1 line 6d of form SF424A) **\$ 0**

E. Supplies:

TABLE 15; FEDERAL REQUEST

Item(s)	Rate	Cost
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
	Total	\$9,600

NARRATIVE JUSTIFICATION: Office supplies, general postage and general copies are needed to implement our strategies, develop our coalition, and maintain sustainability. 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 CBT skills for youth and parents – may include 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) **\$9,600**

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
Youth supports - drug test, incentives/probation support.	Up to 10 youth \$600 per event	\$6,000

Total		\$6,000
-------	--	---------

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) \$6,000

TOTAL DIRECT COSTS:

FEDERAL REQUEST (enter in Section B column 1 line 6i of form SF424A) \$209,450

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) \$20,945

TOTAL PROJECT COSTS: Sum of Total Direct Costs and Indirect Costs

FEDERAL REQUEST (enter in Section B column 1 line 6k of form SF424A) \$230,395

TABLE 21: BUDGET SUMMARY

Category	Federal Request	Non-Federal Match	Total
Personnel	\$143,000	\$0	\$143,000
Travel	\$4,350	\$0	\$4,350
Supplies	\$9,600	\$0	\$9,600
Contractual	\$46,500	\$0	\$46,500
Other	\$6,000	\$0	\$6,000
Total Direct Costs*	\$209,450	\$0	\$209,450
Indirect Costs	\$20,945	\$0	\$20,945
Total Project Costs	\$230,395	\$0	\$230,395

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Development Improvements Agreement; Gunnison Count

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Development Improvement Agreement for Whetstone Community Housing. The Developer has submitted to Gunnison County the Developer's application for Land Use Change Permit No: 2022 - 00049 regarding the Whetstone Community Housing project.

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: 2/21/2025

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT (herein the "Agreement") is entered into this ___ day of _____, 20__ 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 the Gunnison County Housing Authority, whose address is 200 E. Virginia, Gunnison, Colorado 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: 2022 - 00049 regarding Whetstone Community Housing (herein the "Project"). The legal description of the Project site 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. The parties have entered into this Agreement as required by Section 16-118 of the Gunnison County, Colorado Land Use Resolution to memorialize the Developer's obligation to construct the Improvements and provide Gunnison County with a guarantee of financial security for completion of the Improvements.

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: 2022 - 00049 and the terms and conditions of this Agreement. The Developer accepts Gunnison County's review and permitting authority, process and performance of same in connection with Land Use Change No: 2022 - 00049, as legal and valid and waives any defect therein or in the related proceedings.

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 31, 2029. 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 the Developer if Gunnison County determines that: (1) no public detriment will occur as a consequence of such extension of time; and (2) Gunnison County's security is adequate to ensure full performance by the Developer by the extended completion date; and (3) such an extension would not be in conflict with the conditions of the approved Land Use Change Permit. Gunnison County may require the Developer to provide, at the Developer's cost, supplemental estimates by the 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 the 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 the Developer in the event of a default by the Developer. The Developer shall provide Gunnison County a copy of each such contract upon its execution. The Developer and Gunnison County acknowledge and agree that Gunnison County's rights hereunder may be further assigned to the bond trustee for the Gunnison County Housing Authority General Revenue Bonds (Whetstone Housing Project), Series 2025 (the "Bonds").

D. Gunnison County reserves the right not to permit construction of any building in the Project prior to full completion of the Improvements described in paragraph 7 herein.

4. Estimated Cost. The total cost of the Improvements to be constructed by the Developer is estimated currently to be twenty-three million nine-hundred eighty-six thousand six-hundred ninety and 00/100 U.S. Dollars (\$23,986,690) plus a contingency amount.

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 a performance bond or alternate security acceptable to Gunnison County for not less than 125 percent of the total cost of Improvements.

If the contract(s) provided to Gunnison County pursuant to paragraph 3C indicates 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, "substantially different" is defined as 10 percent or more.

The performance bond may be supplemental to any Bond proceeds used to fund the Project.

6. Certification.

A. Not later than December 31, 2029, 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. The Developer agrees not to cover or otherwise prevent inspection of the Improvements constructed hereunder until the Developer's engineer and Gunnison County's representative have had reasonable opportunity to inspect such Improvements.

B. Not later than April 30, 2030, the 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 and be limited to infrastructure improvements which include all utilities, roads, sidewalks, and landscaping as defined in the following plans:

7.1 "Whetstone Workforce Housing: Civil Construction Drawings," stamped by Shelby Madrid, P.E. and dated June 28, 2024

7.2 "Architectural drawings," prepared by Hord Coplan Macht and dated June 28, 2024

7.3 "Landscaping plan" prepared by Norris Design and dated June 28, 2024

7.4 "Access and parking plan," prepared by Norris Design and dated June 28, 2024

7.5 "Circulation and trails plan", prepared by Norris Design and dated June 28, 2024

- 7.6 "Lighting plan" prepared by Norris Design and dated June 28, 2024
- 7.7 "Parks and open space plan," prepared by Norris Design and dated June 28, 2024
- 7.8 "Snow storage plan," prepared by Norris Design and dated June 28, 2024
- 7.9 "Final Drainage Report: Whetstone Workforce Housing," stamped by Shelby Madrid, P.E. and dated June 25, 2024
- 7.10 "Stormwater Management Plan: Whetstone Workforce Housing," prepared by Shelby Madrid, P.E. and dated June 25, 2024
- 7.11 "Whetstone Method of Financing" prepared by Servitas
- 7.12 Cost estimate prepared by Servitas and Moss Construction and dated June 25, 2024
- 7.13 "Final Whetstone, Project Demand Study," prepared by Western Spaces, LLC and dated August 2024

B. The conditions of this Agreement and Land Use Change Permit No: 2022 – 00049 are such that if the obligations hereunder of the Developer are well, truly, faithfully and timely performed by the 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; 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, the 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.

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 the 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 not less than 125 percent of such estimated cost of remaining completion of Improvements.

9. 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: Gunnison County Housing Authority
200 East Virginia
Gunnison, CO 81230
Fax No: 970-641-7696

10. 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.

11. Retention of Police Powers. Gunnison County retains the power and right to impose additional requirements upon the Developer with regard to the Project if the failure to do so would place the public 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.

12. 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; provided, however, that the Developer and Gunnison County hereby acknowledge and agree that the Developer may assign this Agreement to the Bond trustee

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, the Developer, contractors or subcontractors, which relate to the Project.

19. 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.

20. 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.

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 County Clerk

GUNNISON COUNTY HOUSING AUTHORITY:

By: _____

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant of Perpetual Easement for Driveway Access to

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Whetstone; Colvin Prop Easement

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 2/27/2025

County Attorney Review:

Required

Not Required

Comments:

Grantee wanted reciprocal indemnity provision, which County cannot provide. Therefore, indemnity provision was removed. Otherwise, legally sufficient. SO 2/28/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/28/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 2/28/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 3/4/2025

GRANT OF PERPETUAL EASEMENT FOR
DRIVEWAY ACCESS TO CREEKSIDE SUBDIVISION

THIS GRANT OF PERPETUAL EASEMENT TO TOD COLVIN, OWNER OF THE CREEKSIDE SUBDIVISION (herein “Grant of Easement”), is made this ____ day of _____, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Grantor") and TOD COLVIN, P.O. Box 549, Crested Butte, Colorado 81224, (herein ‘Grantee”).

1. CONVEYANCE. Grantor, its successors or assigns, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant a perpetual easement to Grantee, his successors and assigns, in and across the real property wholly owned by Grantor lying within the Gunnison County as described and identified as “A PORTION OF THE ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL . . .” in Exhibit “A” attached hereto and incorporated herein by this reference ("Easement").

2. SCOPE OF EASEMENT. The Easement shall be used by Grantee, and the property owners, residents and guests of the Creekside Subdivision, only as a roadway for access into and out of the Creekside Subdivision, for purposes including but are not limited to the right to ingress to and egress from Easement.

3. RIGHT TO RELOCATE. Grantor reserves the right to relocate the Easement provided the relocation will ensure the same, if not better, performance of the Easement for ingress and egress to the Creekside Subdivision. Grantor, or its designee, shall be financially responsible for any costs incurred for any future relocation of Easement.

4. COSTS OF ROADWAY. Grantor, or its designee, shall bear the full cost of constructing, installing, operating, maintaining and repairing the roadway.

5. GATE. Grantor, or its designee, shall install an automatic gate at the property line where the Easement meets Creekside Subdivision at the Grantor’s expense. Maintenance, repair and replacement of said gate shall be the sole responsibility of the Grantee, after construction to mutual agreement.

6. NO THIRD-PARTY BENEFICIARIES. This Grant of Easement is not intended to convey, and does not convey, upon any person other than Grantor and Grantee any rights, titles, interests or remedies.

7. NOTICE. Reasonable efforts shall be made by the parties to provide the other party with thirty (30) day written notice to the addresses set forth above, before entry upon the Easement for construction, installation, reconstruction or maintenance; EXCEPT, in an emergency, entry shall require only a reasonable effort to make oral or written notice. In all cases, reasonable efforts will be taken to ensure that closure of any road or driveway is as brief as possible.

8.CREEKSIDE SUBDIVISION PARCELS INCLUDED. This Perpetual Easement affects the following real property as part of The Creekside Subdivision: Parcels 1 through 5, as identified on the Plat of the Creekside Subdivisions, recorded December 7, 2010, as Reception No. 602339.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

Deputy County Clerk

ACCEPTANCE

The above Grant of Perpetual Easement for Driveway Access to Creekside Subdivision conveyed by the Board of County Commissioners of the County of Gunnison, Colorado to the City of Gunnison, Colorado is hereby accepted by Grantee subject to all its terms and conditions.

GRANTEE:

TOD COLVIN

Tod Colvin, owner of the Creekside Subdivision

STATE OF COLORADO)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____

20____, by _____.

Witness my hand and official seal.

(Notary's official signature)

My Commission Expires: _____

EXHIBIT A

PARCEL DESCRIPTION

A PORTION OF THE ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL IN THE BRUSH CREEK PARCELS BOUNDARY LINE ADJUSTMENT AS RECORDED ON JULY 6, 2022 AT RECEPTION NO. 685778 IN THE RECORDS OF GUNNISON COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL, AS MONUMENTED BY A RECOVERED #6 REBAR WITH 2" ALUMINUM CAP STAMPED "LS 20677", WHENCE THE EASTERLY NORTH CORNER OF SAID ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL, AS MONUMENTED BY A RECOVERED #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "CDOT NO. 502 LS 17491" BEARS S 57°14'56" E FOR A DISTANCE OF 301.65 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE COINCIDENT WITH THE NORTHEAST LINE OF SAID ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL S 57°14'56" E, A DISTANCE OF 138.75 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING COINCIDENT WITH SAID NORTHEAST LINE S 57°14'56" E, A DISTANCE OF 45.79 FEET;
THENCE S 29°50'24" W, A DISTANCE OF 118.27 FEET;
THENCE S 27°06'16" W, A DISTANCE OF 19.61 FEET;
THENCE S 23°26'31" W, A DISTANCE OF 36.55 FEET;
THENCE N 67°27'28" W, A DISTANCE OF 25.98 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 79°55'11", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 27.90 FEET; AND A CHORD BEARING AND DISTANCE OF N 17°40'27" W, 25.69 FEET;
THENCE N 57°37'52" W, A DISTANCE OF 8.87 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 26°58'37", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 9.42 FEET; AND A CHORD BEARING AND DISTANCE OF N 71°07'02" W, 9.33 FEET;
THENCE N 08°45'45" W, A DISTANCE OF 41.71 FEET;
THENCE N 02°34'17" W, A DISTANCE OF 67.52 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 58°32'59", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 20.44 FEET; AND A CHORD BEARING AND DISTANCE OF N 31°50'23" W, 19.56 FEET;
THENCE N 61°06'29" W, A DISTANCE OF 37.46 FEET TO THE WEST LINE OF SAID ADJUSTED GUNNISON COUNTY COMMISSIONERS PARCEL;
THENCE COINCIDENT WITH SAID WEST LINE N 22°15'00" E, A DISTANCE OF 26.18 FEET;
THENCE S 61°06'29" E, A DISTANCE OF 41.61 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 58°31'55", A RADIUS OF 44.00 FEET, AN ARC LENGTH OF 44.95 FEET; AND A CHORD BEARING AND DISTANCE OF S 31°50'23" E, 43.02 FEET;
THENCE S 02°34'17" E, A DISTANCE OF 80.67 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 55°01'57", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 9.60 FEET; AND A CHORD BEARING AND DISTANCE OF S 30°06'05" E, 9.24 FEET;
THENCE S 57°37'52" E, A DISTANCE OF 1.32 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 100°03'05", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 26.19 FEET; AND A CHORD BEARING AND DISTANCE OF N 72°20'27" E, 22.99 FEET;
THENCE N 22°18'46" E, A DISTANCE OF 116.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11,487 SQUARE FEET OR 0.2637 ACRE, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

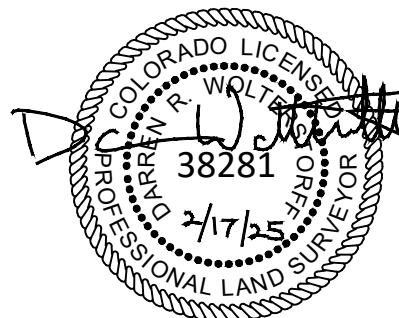
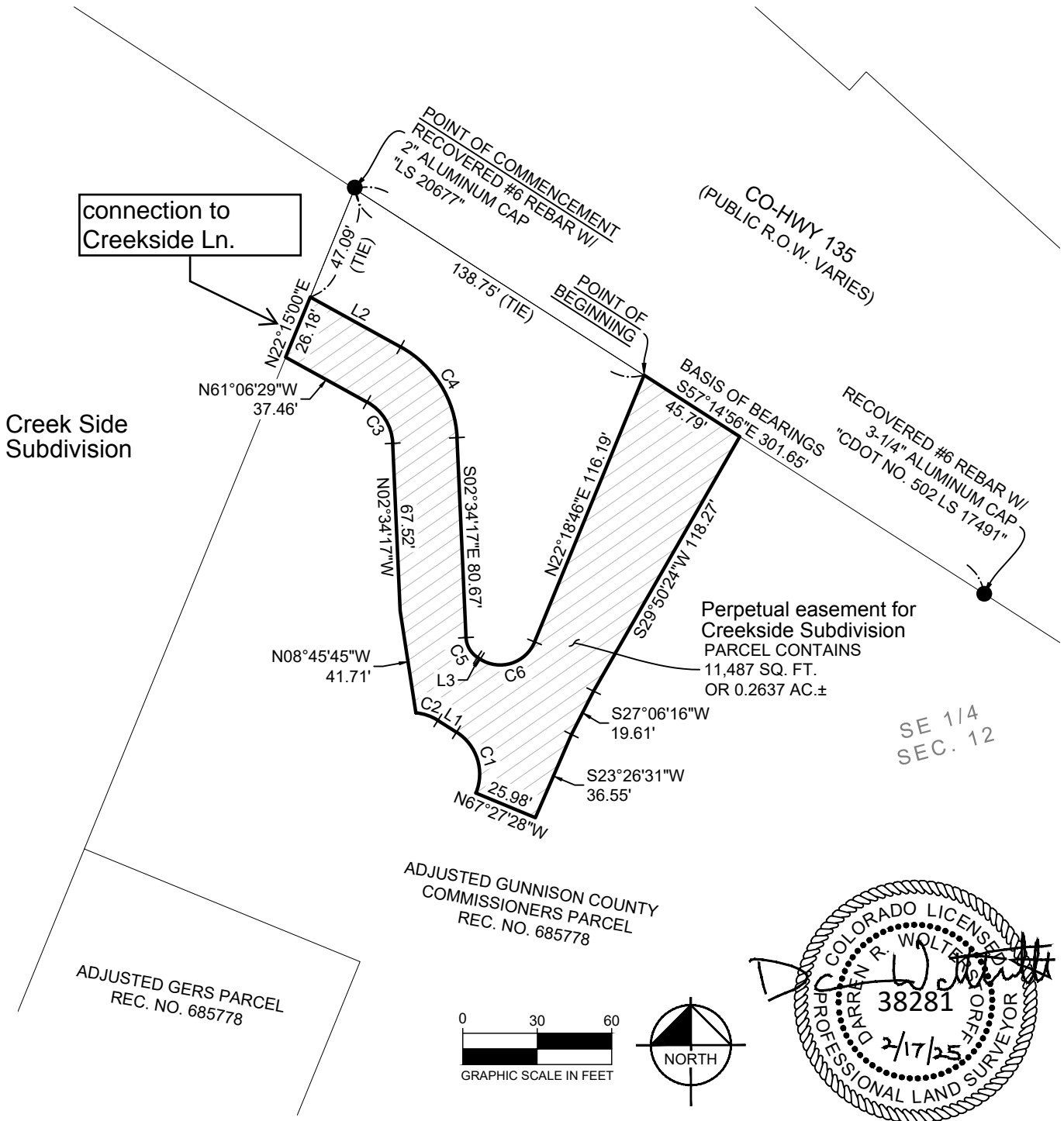


EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO



connection to
Creekside Ln.

Creekside
Subdivision

CO-HWY 135
(PUBLIC R.O.W. VARIES)

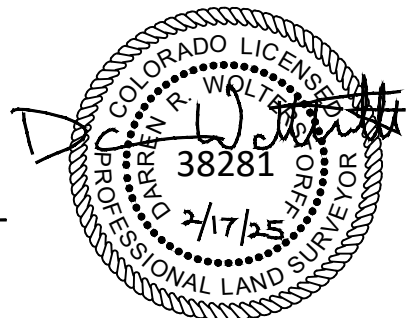
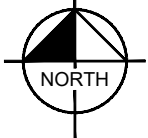
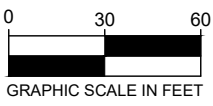
RECOVERED #6 REBAR W/
3-1/4" ALUMINUM CAP
"CDOT NO. 502 LS 17491"

Perpetual easement for
Creekside Subdivision
PARCEL CONTAINS
11,487 SQ. FT.
OR 0.2637 AC.±

SE 1/4
SEC. 12

ADJUSTED GUNNISON COUNTY
COMMISSIONERS PARCEL
REC. NO. 685778

ADJUSTED GERS PARCEL
REC. NO. 685778



NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300
www.kimley-horn.com

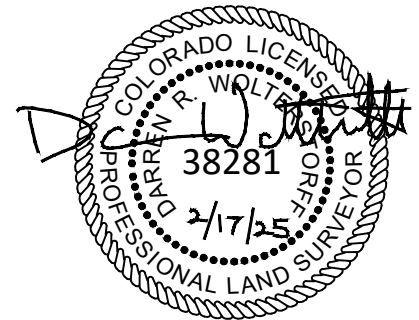
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	PTM	DRW	2025-02-17	096684007	2 OF 3

LINE AND CURVE TABLES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF GUNNISON, STATE OF COLORADO

LINE TABLE		
NO.	BEARING	LENGTH
L1	N57°37'52"W	8.87'
L2	S61°06'29"E	41.61'
L3	S57°37'52"E	1.32'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	79°55'11"	20.00'	27.90'	N17°40'27"W	25.69'
C2	26°58'37"	20.00'	9.42'	N71°07'02"W	9.33'
C3	58°32'59"	20.00'	20.44'	N31°50'23"W	19.56'
C4	58°31'55"	44.00'	44.95'	S31°50'23"E	43.02'
C5	55°01'57"	10.00'	9.60'	S30°06'05"E	9.24'
C6	100°03'05"	15.00'	26.19'	N72°20'27"E	22.99'



NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTM	DRW	2025-02-17	096684007	3 OF 3

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-23-00047; Bar Slash

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Applicant, Bar Slash Bar, requests an approval of a Boundary Line Adjustment between Parcel 3701-250-00-112 and Parcel 3701-250-00-118.

Fiscal Impact:

Submitted by: Rachael Blondy

Submitter's Email Address: rblondy@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/20/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/20/2025

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/4/2025



Rachael Blondy, Planner II
(970) 641-7932
rblondy@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison County Board of County Commissioners
RE: LUC-23-00047 | Boundary Line Adjustment | Bar Slash Bar
Memo Date: February 25, 2025
Meeting Date: March 4, 2025

The Applicant, Bar Slash Bar, requests an approval of a Boundary Line Adjustment (BLA) between two lots off Highway 135 Frontage Road between County Road 10 and County Road 51. The Applicant owns [Parcel 3701-250-00-112](#) (Tract 1, 10.55 acres) and [Parcel 3701-250-00-118](#) (Tract 2, 1.47 acres), both of which are agricultural.

Currently, Tract 2 is an island within Tract 1. The Applicant wishes to adjust the parcels to remove the island and adjust the parcels into two similar, neighboring parcels. This adjustment would create access without access easements on both parcels. The resulting Tract 1 would be 6.11 acres and the resulting Tract 2 would be 6.08 acres.

Staff reviewed the application, which complies with all applicable standards found in [Land Use Resolution](#) Section 5-103 and was found to comply with the standards of Section 5-103:A.3.a and Section 5-104.L. Plat was reviewed by the County Attorney's Office on February 5, 2025 for legal sufficiency.

Section 5-103:A STANDARDS FOR APPROVAL OF ADMINISTRATIVE REVIEW PROJECTS

1. *COMPLY WITH APPLICABLE STANDARDS* – No conformities will be created.
2. *COMPATIBILITY WITH COMMUNITY CHARACTER* – The resulting 6.11 acre and 6.08 acre lots are similar to the surrounding lots.

Section 5-103:A.3.a ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS

1. *INSUBSTANTIAL CHANGE* – Tract 1 will be decreased by approximately 42.13%, Tract 2 will be increased by approximately 313.61%. While the percentages are large, the impact of moving the boundary line relieves the access issue that currently exists.
2. *NOT CREATE ADDITIONAL LOTS* – The BLA will not create additional lots.
3. *MINIMUM LOT SIZE* – The resulting parcels will all be above 1-acre.

Section 5-104:L APPLICATION FORM FOR BOUNDARY LINE

1. *CONSENT OF ALL LANDOWNERS AND MORTGAGE HOLDERS* – Notarized written consent from the landowner is found on the plat.
2. *SURVEY PLAT* – The BLA plat meets all standards listed in this section.

Exhibits

You may review the entire application at <https://permitdb.gunnisoncounty.org/citizenaccess>, click "Projects", search by application number LUC-23-00047, Click on "Attachments".

A. Plat

**BOUNDARY LINE ADJUSTMENT PLAT
TRACTS LOCATED IN
Section 25
Township 50 North, Range 1 West of the N.M.P.M.
County of Gunnison, State of Colorado**

ATTORNEY'S OPINION

I, Kendall Burgemeister, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title Tract 1 and Tract 2 identified on this plat. Such title is vested in BAR SLASH BAR RANCH, L.L.P., A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as shown on the plat and as follows:

Any rights, claims, liens, defects, encumbrances, or easements not shown by the public records or first appearing in the public records subsequent to the effective date hereof. Any and all unpaid taxes and assessments. Exceptions and reservations in Patent recorded May 31, 1883, in book 45 at page 42. Electric transmission line easement granted to city of Gunnison in warranty deed recorded October 31, 1957, in book 331 at page 162. Easement recorded January 20, 1967, in book 394 at page 263. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in easement and right of way agreement recorded April 12, 1988, in book 653 at page 852. Easement granted to Gunnison County Electric Association, Inc., for utilities, and incidental purposes, by instrument recorded October 04, 2001, under reception nos. 514794 and 514814, to the extent that the same may affect the subject property. Inclusion in North Gunnison division of the Gunnison County Water and Sewer District as evidenced by board of County Commissioners Resolution No. 10-25 recorded July 23, 2010 under reception no. 599715. Certificate of administrative review, Certification No. 25, series 2021 recorded March 22, 2021 under reception no. 674458.

Dated this _____ day of _____, A.D. _____

Kendall Burgemeister, Atty. Reg. No. 41593

SURVEYOR'S STATEMENT

I, _____, a registered land surveyor in the State of Colorado, certify that this plat and the survey referred to herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this _____ day of _____, _____

Colorado L.S. No. 66345

BOARD OF COUNTY COMMISSIONER'S APPROVAL

The within plat of the BAR SLASH BAR RANCH BOUNDARY LINE ADJUSTMENT is approved this _____ day of _____, 2025.

Chairperson, Board of Gunnison County Commissioners

Attest:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for recording in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, _____.

Reception Number _____

Time _____ Date _____

Gunnison County Clerk and Recorder

CERTIFICATE OF DEDICATION AND OWNERSHIP

Two tracts of land located in the South ½ of Section 25, Township 50 North, Range 1 West, New Mexico Principal Meridian. Tract 1 being more particularly described as follows: Beginning at a point on the south line of the property described in Book 409 at Page 7, from which the Center ¼ Corner of said Section 25 bears North 89°36'22" West a distance of 187.71 feet; thence South 89°36'22" East a distance of 32.29 feet to a point on the West boundary of the property described in Book 192 at Page 540; thence South 00°21'10" West along said property described in Book 192 at Page 540 a distance of 463.51 feet; thence South 87°29'59" West a distance of 487.66 feet; thence South 49°23'39" West a distance of 157.31 feet to the Northeast Corner of the property described in Book 631 at Page 535; thence North 75°27'44" West a distance of 204.31 feet to the Easterly Right of Way of Highway 135 Frontage Road; thence North 40°13'46" East a distance of 645.94 feet to the Southwest Corner of the property described in Book 409 at Page 7; thence South 77°01'22" East along the South line of the property described in Book 409 at Page 7 a distance of 184.80 feet; thence North 70°56'38" East along the South line of the property described in Book 409 at Page 7 a distance of 97.85 feet; thence North 58°35'38" East along the South line of the property described in Book 409 at Page 7 a distance of 100.00 feet to the point of beginning.

Tract 2 being more particularly described as follows: Beginning at a point on the property described in Book 192 at Page 540, from which the Center ¼ Corner of said Section 25 bears North 25°02'26" West a distance of 513.03 feet; thence South 00°21'10" West along the property described in Book 192 at Page 540 and Book 331 at Page 162 a distance of 526.02 feet to a point on the property described in Book 404 at Page 152; thence North 73°40'19" West along the property described in Book 404 at Page 152 a distance of 32.16 feet; thence North 16°19'41" East along the property described in Book 404 at Page 152 a distance of 36.13 feet; thence North 70°04'23" West along the property described in Book 404 at Page 152 a distance of 54.02; thence North 81°31'44" West along the Easterly Right of Way of Highway 135 Frontage Road a distance of 305.41 feet; thence North 75°00'22" West along the property described in Book 398 at Page 198 distance of 530.70 feet; thence North 70°19'22" West along the property described in Book 398 at Page 198 a distance of 78.80 feet to the Easterly Right of Way of Highway 135 Frontage Road; thence North 43°28'33" East along the Easterly Right of Way of Highway 135 Frontage Road a distance of 62.86 feet to the Southwest Corner of the property described in Book 631 at Page 535; thence South 70°43'22" East along the property described in Book 631 at Page 535 a distance of 58.76 feet; thence South 75°27'44" East along the property described in Book 631 at Page 535 a distance of 266.83 feet to the Southeast Corner of the property described in Book 631 at Page 535; thence North 00°00'16" East along the property described in Book 631 at Page 535 a distance of 172.16 feet to the Northeast Corner of the property described in Book 631 at Page 535; thence North 49°23'39" East a distance of 157.31 feet; thence North 87°29'59" East a distance of 487.66 feet to the point of beginning.

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned being the owner of certain lands in the County of Gunnison, State of Colorado to wit:

Executed this _____ day of _____, 2025.

BAR SLASH BAR RANCH L.L.P.

By:

Burt Guerrieri, General Partner of Bar Slash Bar Ranch LLP

STATE OF _____)

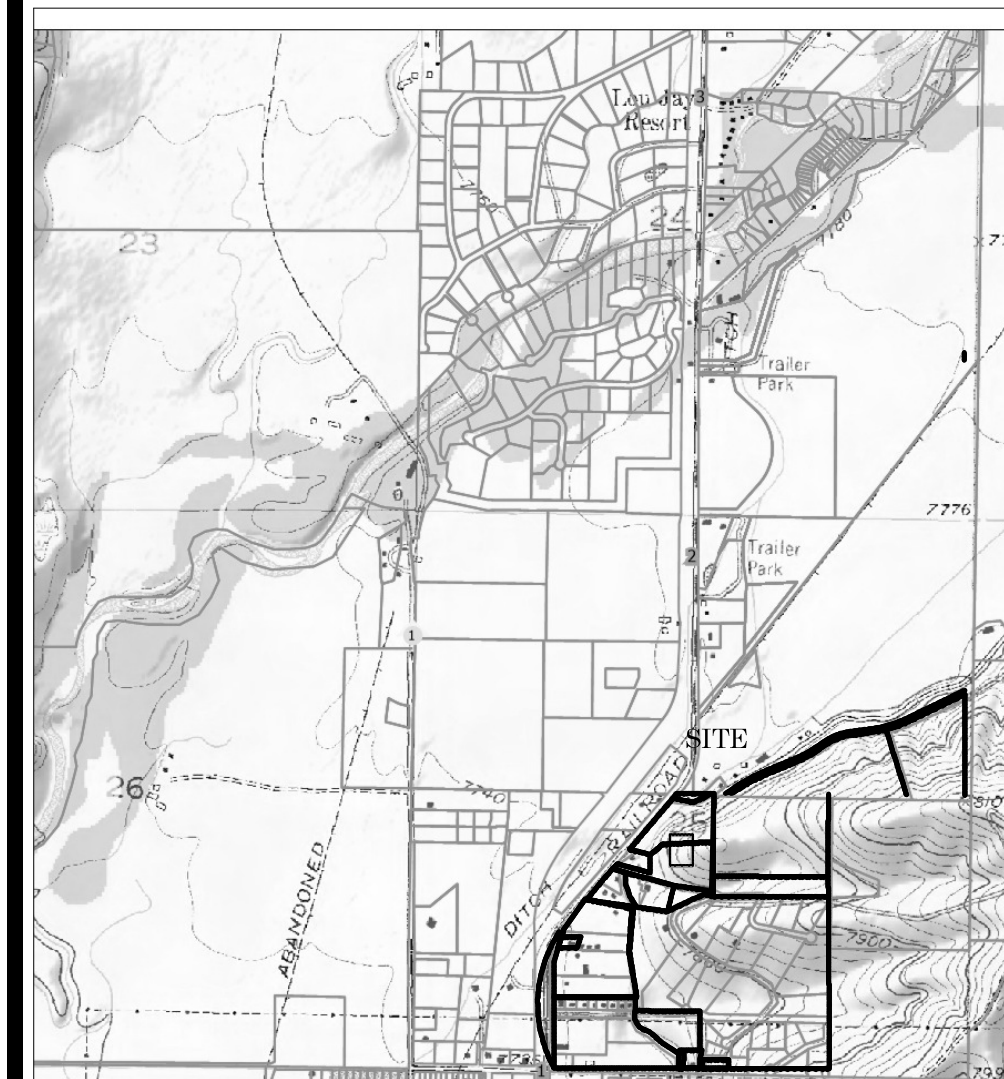
_____) ss.

The above Certificate of Dedication and Ownership was acknowledged before me on this _____ day of _____, 20____, by _____ as *Burt Guerrieri, General Partner* of BAR SLASH BAR RANCH L.L.P.

Witness my hand and official seal.

My commission expires _____.

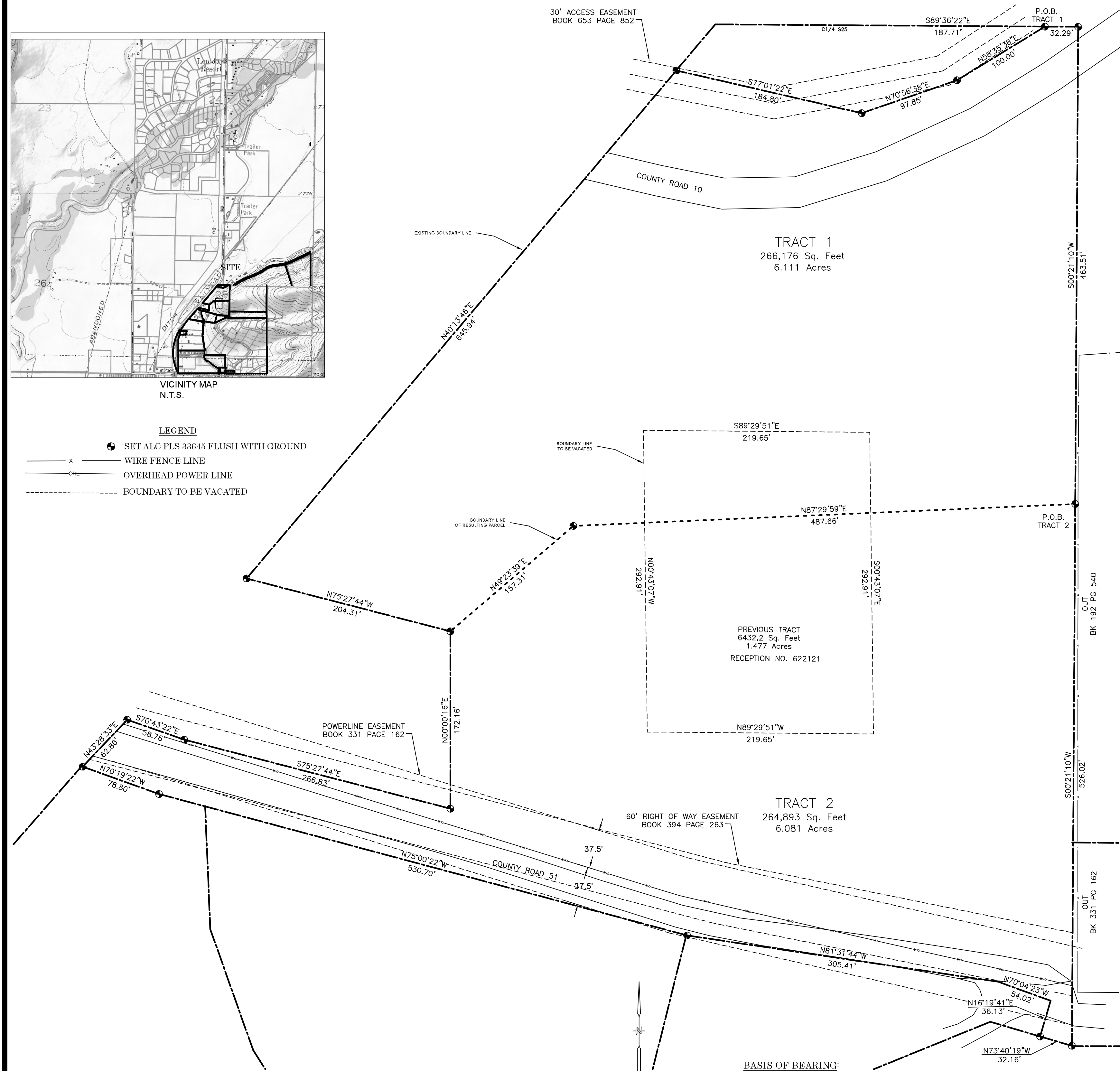
Notary Public



VICINITY MAP
N.T.S.

LEGEND

- SET ALC PLS 33645 FLUSH WITH GROUND
- x — WIRE FENCE LINE
- OH — OVERHEAD POWER LINE
- - - - - BOUNDARY TO BE VACATED



BASIS OF BEARING:

The North line of U.S. GOV. LOT 3 is assumed to bear N89°49'48"E and is monumented with a GLO Brass Cap at the West ¼ Corner of Section 18 and an ALC LS 24299 as shown hereon. All other bearings are relative thereto.

GENERAL NOTES

NOTICE 13-80-105 C.R.S. as amended: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

<p>ROCKY MOUNTAIN SURVEYING Professional Land Surveyor #33645 2816 Primrose Ct. Montrose, CO 81401 Office: 970-964-6105 Email: rvs@rockymountain.com</p>	<p>REVISIONS: 11-19-24 1-10-25</p>	<p>2025 STEVEN YELTON Plat 000-0: "unauthorized use prohibited"</p>
	<p>PE: alh Checked: AFC:</p>	<p>BOUNDARY LINE SURVEY PLAT TRACTS LOCATED IN Section 25 Township 50 North, Range 1 West of the N.M.P.M. County of Gunnison, State of Colorado</p>
<p>FILE: 250158026 DATE: 1/10/25 PW: 06/2025 DRAFTING: SAJ PHLO: SAJ SHEET: 1 of 1</p>		

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Stirrup Bar Ranch; Great Outdoo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Support letter to GOCO for conserving the Stirrup Bar Ranch

Fiscal Impact: 0

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/4/2025

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: March 4, 2025
RE: Support Letter to GOCO for funding
Stirrup Bar Ranch conservation easement

Wade Shelton, Senior Project Manager with the Trust for Public Land, is requesting a letter of support for their request to GOCO regarding the Stirrup Bar Ranch located in western Gunnison County and Montrose County. They would like the letter before the early March submittal deadline.

Included in the packet is a suggested support letter, various maps and photographs, and below is a summary provided by Wade.

- 9k-acre property in five non-contiguous parcels. Approximately 4,170-acres are already under CE held by Colorado West (originally granted to Black Canyon on the Gunnison Land Trust), and the remainder of the property would be protected via two CEs in two separate transactions, both of which will be held by CCALT. Phase 1 will conserve approximately 3,272-acres and the ranch's water rights, and Phase 2 will conserve approximately 1,792-acres and its water rights.
- In terms of wildlife habitat, forested, riparian and grassland habitat, and striking a balance between agricultural production, wildlife conservation, and the overall restoration of the property (e.g.- grassland, forest, riparian and stream restoration). Put simply, it's one of the best managed ranches that I have ever encountered in 17.5 years of doing this work in Colorado.
- Per local CPW staff, the ranch is critical to supporting the entire elk herd in the North Fork Valley.
- While public access will not be part of the proposal, the landowner does run annual youth hunts with CPW and the local Boys and Girls Club, along with fishing and other activities that make the Stirrup Bar Ranch an important part of the local community, and not "just" a private cattle ranch. The ranch is also located along the West Elk Loop Colorado Scenic Byway.
- Conserving the ranch's water and keeping it in the North Fork Valley is a critical piece of this project, as includes very senior surface water rights, including rights so senior, they are no subject to the Colorado Compact.
- TPL has entered in a LOI with the landowner confirming the project and is in the process of finalizing an option agreement that will formally secure both the Phase 1 and Phase 2 Transactions.
- We have submitted an NRCS-ACEP application for Phase 1 of the CE, which appears to be in strong running for funding, and we are working on a full application to GOCO to fund Phase 1 as well. CPW, NRCS and Gunnison County are our anticipated funding partners for Phase 2 of the CE.



Gunnison County Board of County Commissioners

Phone: (970) 641-0248 | Fax: (970) 641-3061

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

March 4, 2025

Ms. Jackie Miller
Executive Director
Great Outdoors Colorado Trust Fund (GOCO)
1900 Grant Street, Suite 725
Denver, CO 80203

Re: Stirrup Bar Ranch Conservation Easement Phase 1 – GOCO Land Acquisition Grant Program Application

Dear Ms. Miller:

Thank you for your consideration of the Trust for Public Land's (TPL) and the Colorado Cattlemen's Agricultural Land Trust's (CCALT) application to the Great Outdoor Colorado Trust Fund's (GOCO) Land Acquisition Grant Program to fund the first phase of a two phased conservation easement (CE) project on the Stirrup Bar Ranch. The Gunnison County Board of County Commissioners urge you to fund this impressive conservation project.

The ranch is instrumental to the culture of the North Fork Valley. It contains important water rights and a diverse range of riparian, grassland, and forested habitat. The owners have a history of partnering with state wildlife efforts and fortunately, the next generation of Stirrup Bar wants to continue to own and manage the ranch long term.

Beyond its large borders, this ranch is very important to other ranching operations by providing the scale needed for ranching markets and resources. It also plays a critical role in wildlife habitat, particularly Gunnison Sage-grouse and an important elk herd within the North Fork Valley.

While phase 1 is not within Gunnison County, phase 2 contains roughly 1,170 acres within the western edge of Gunnison County. More importantly, the impact of conserving this ranch in its entirety on the long-term culture of the North Fork Valley cannot be overstated.

Gunnison County's Land Use Resolution encourages the protection of rural character, agriculture, and wildlife habitats. In addition, the Board of County Commissioners has set an annual goal of conserving 1700 acres of private land annually.

Thank you for your time and consideration of this valuable project.

Sincerely,

Laura Puckett Daniels, Chairperson

Jonathan Houck, Commissioner

Liz Smith, Commissioner

**STIRRUP BAR RANCH CONSERVATION EASMENT – PHASE 1
NRCS-ACEP GRANT APPLICATION - PHOTOGRAPHS**



The Red Barn on the Headquarters Parcel's main entrance



Center Pivot Irrigation on the ranch



Cattle grazing on the ranch



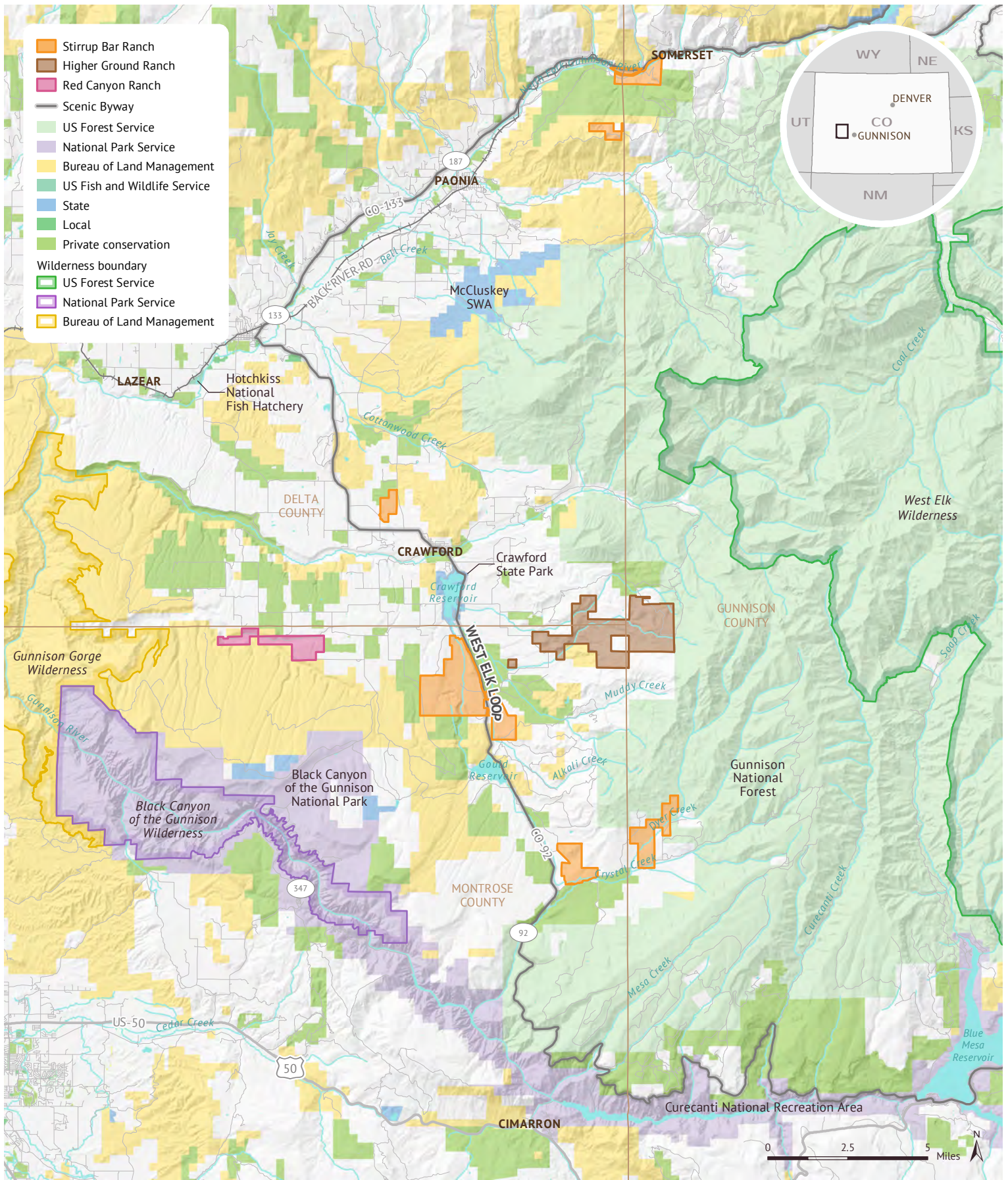
Natural habitat on the ranch



Elk drinking from a stock tank at night



Elk bath

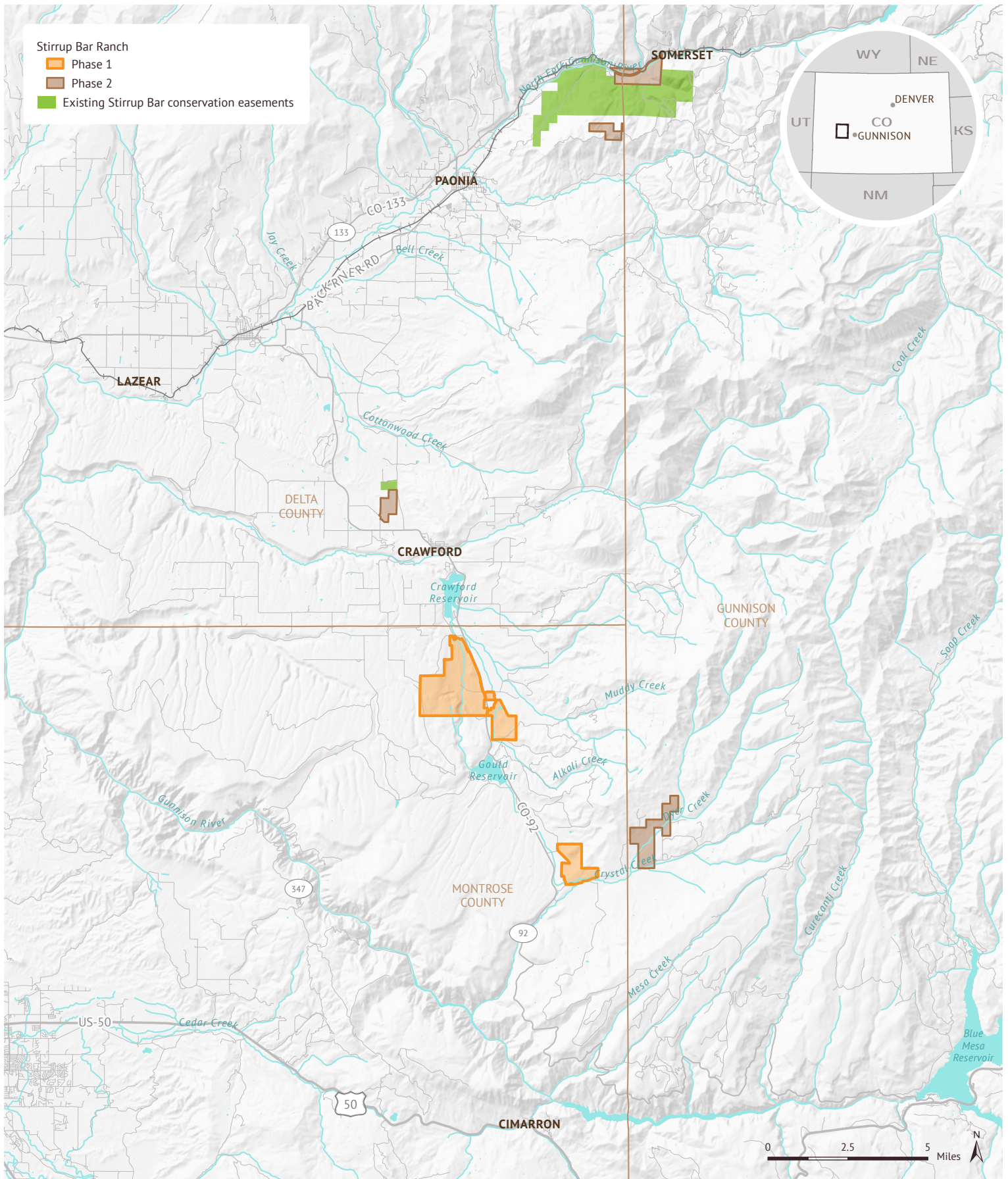


Southwest Colorado Conservation projects

MONTROSE, DELTA, AND GUNNISON COUNTIES

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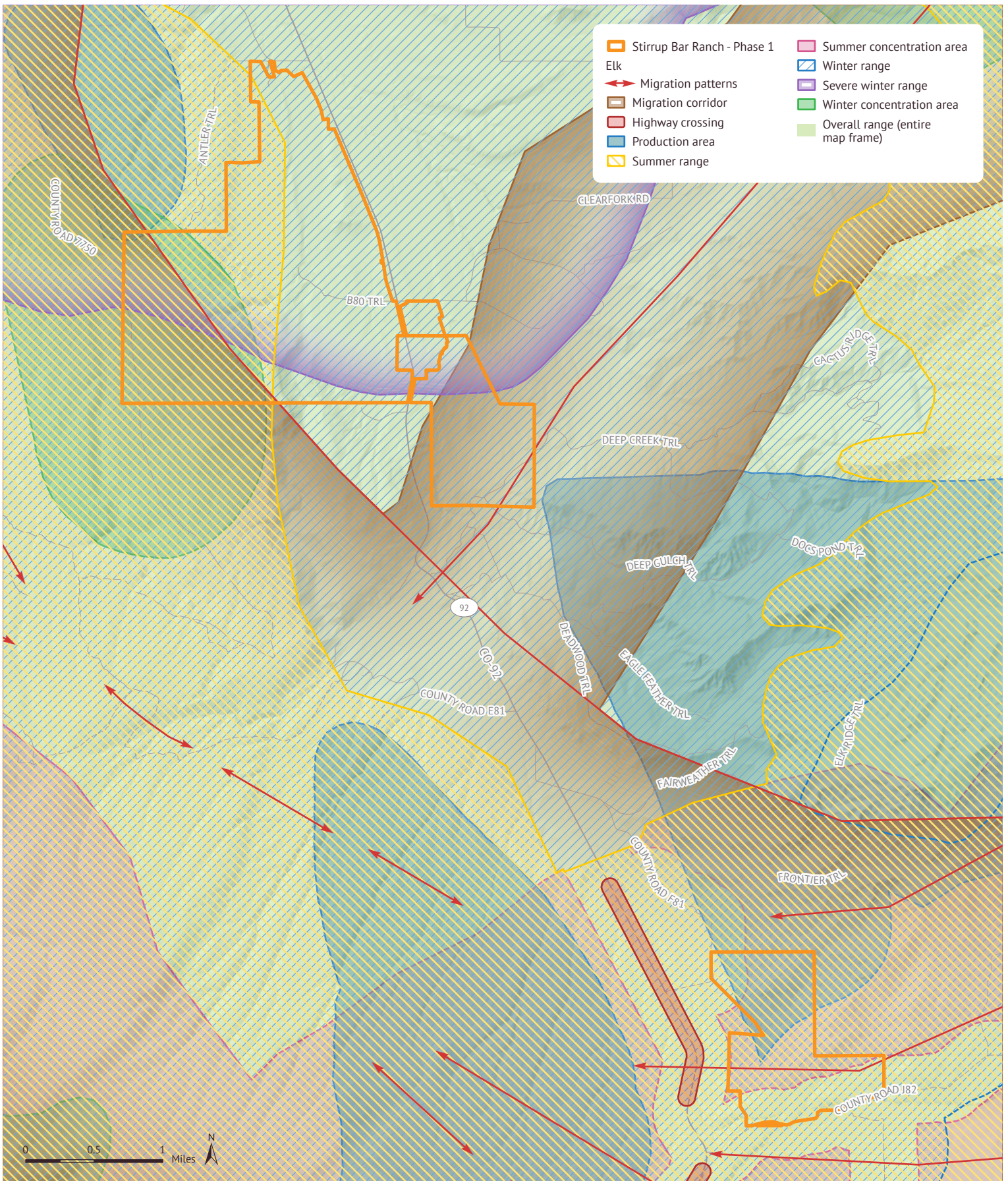


Stirrup Bar Ranch

MONTROSE, DELTA, AND GUNNISON COUNTIES

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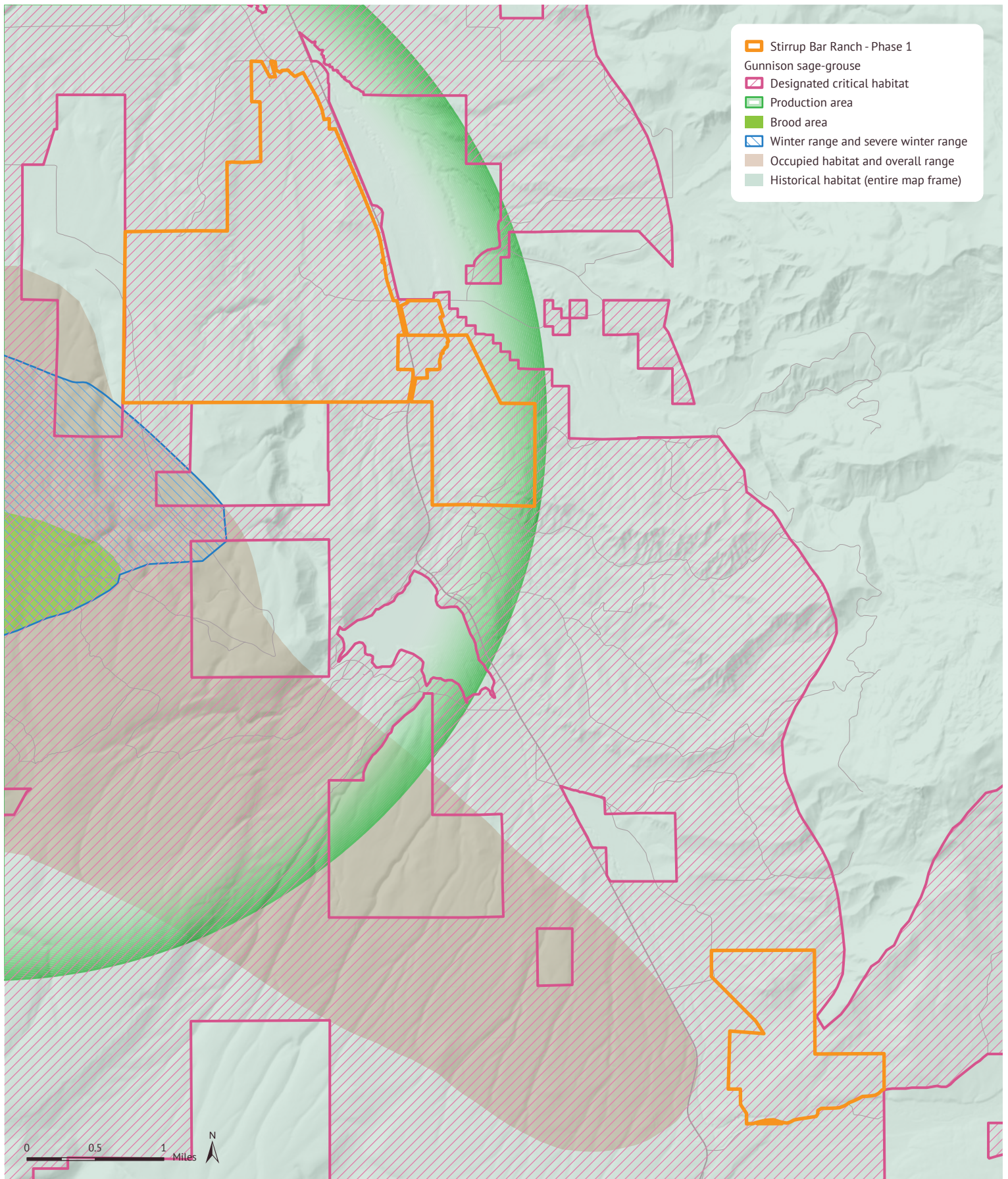


Elk habitat

STIRRUP BAR RANCH - PHASE 1, MONTROSE COUNTY, COLORADO

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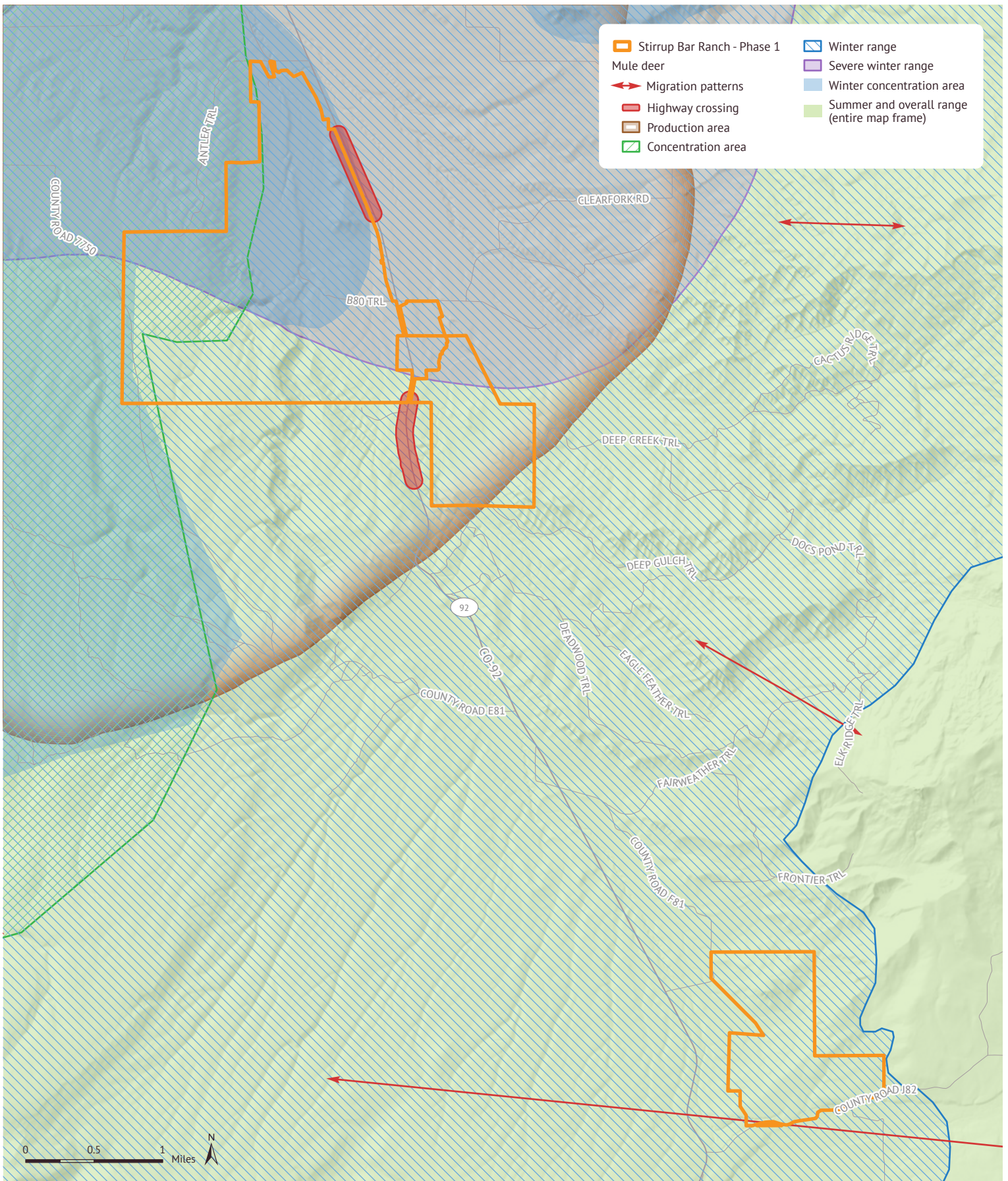


Gunnison sage-grouse habitat

STIRRUP BAR RANCH - PHASE 1, MONTROSE COUNTY, COLORADO

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Mule deer habitat

STIRRUP BAR RANCH - PHASE 1, MONTROSE COUNTY, COLORADO

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Adoption of the 2025 Employee Handbook

Action Requested: Motion

Parties to the Agreement:

Term Begins: 03/04/2025

Term Ends:

Grant Contract #:

Summary:

Requesting approval for the adoption of the updated 2025 Gunnison County Employee Handbook, reflecting current legal compliance and enhanced clarity on employment practices.

Fiscal Impact: 0

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/24/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 3/4/2025



Summary of Changes 2025 Employee Handbook

New Sections Added:

- 1. Section 1-12: Pets in the Workplace**
Introduces guidelines for pets in the workplace, outlining eligibility, expectations, and restrictions.
- 2. Section 3-4: Employee Classifications**
Defines exempt and non-exempt employee classifications. Provides further guidelines on classifications that give clarity on roles and benefits eligibility.
- 3. Section 4-3(f): Remote Work**
Introduces a structured remote work policy detailing eligibility, approval procedures, and employee responsibilities regarding confidentiality, data security, and productivity expectations.
- 4. Section 4-3(l): FAMLI Participation**
Details our organizations opt-out of the (FAMLI) Family and Medical Leave Insurance program.
- 5. Section 4-3(o): Medical Leave (Not FMLA Eligible)**
Establishes guidelines for medical leave for employees not eligible under FMLA.
- 6. Section 5-1: Appearance and Attire**
Provides updated standards for professional appearance and attire in the workplace.
- 7. Section 5-2(g): Data Disposal Policy**
Details procedures for securely disposing of sensitive data to protect organizational and employee information.

Updated Policies:

- 1. Section 4-3(i): Sick Leave**
Revised to clarify the use of sick leave, ensuring alignment with organizational needs and compliance. The expansion of sick leave usage eliminated the need for tracking the allowance of up to 16 hours of personal time to be used from sick banks.
- 2. Sections 4-3: Substitution of Paid Leave for Unpaid Leave**
Updated to include new guidance on when paid leave can be substituted for unpaid leave. This may include short-term disability, separately elected policies (FAMLI).
- 3. Sections 4-2: Work Hours and Compensatory Time**
 - Re-established maximum limits for compensatory time accrual – 80 hours
 - Clarified the *non-inclusion of paid leave* in compensatory time calculations.
- 4. Section 4-3(j): Workers Compensation Reporting**
Updated instructions on reporting work-related injuries and illnesses promptly.

5. **Section 5-9: Political Activity**
Clarifies guidelines on permissible and impermissible political activities during work hours or on company premises.
 6. **Section 5-10: Vehicles, Out-of-State Travel, and Personal Tool Usage**
Specifically includes additional guidance on out-of-state travel alongside updated rules for vehicles and personal tools usage.
-

Removed Policies:

1. **Section 2-4: Sick Leave Bank Board**
This policy has been removed and will no longer be in effect. When the board is no longer in effect, the employee Sick Leave Bank will continue to be utilized for employees needing to request additional sick time in emergencies. Human Resources will review requests.
 2. **Section 4-3(j): Personal Leave**
This policy has been removed and will no longer be in effect. The updated Sick Leave policy in the 2025 handbook now integrates personal leave needs.
-

Other Changes:

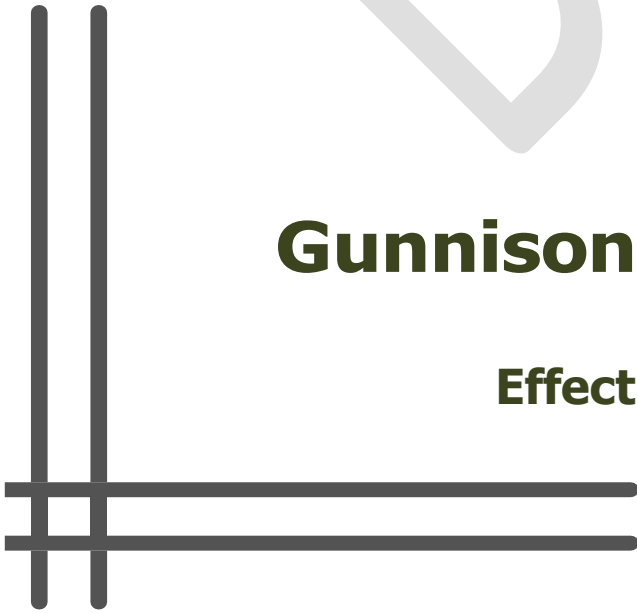
1. **Section 1-1: Equal Employment Opportunity (EEO)**
Language updated to reinforce the commitment to a respectful, inclusive, and compliant workplace with evolving anti-discrimination laws such as Colorado's Equal Pay for Equal Work Act and CROWN Act.
2. **Section 1-2: Unlawful Harassment**
Expanded definitions and examples of prohibited behaviors.
3. **Section 1-3: Sexual EEO Harassment**
The 2025 handbook significantly expands examples of inappropriate behaviors, clearly including various forms of electronic harassment
4. **Section 3-1: Recruitment**
Updated to reflect current hiring processes and align with equal opportunity employment principles. Includes policy encompassing Colorado's Equal Pay for Equal Work Act pay transparency in job postings.
5. **Section 3-3: Reemployment**
Clarifications added to streamline processes for rehiring former employees. This includes a 10-year lookback limit on records used for reinstating benefits.
6. **Section 4-2(a): General Workweek/Work Period**
Adjusted workweek to Monday through Sunday for all employees.



Employee Handbook

Gunnison County, Colorado

Effective March 4, 2025



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DRAFT

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IMPORTANT NOTICE

A. GENERAL

THE GUNNISON COUNTY EMPLOYEE HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH EMPLOYMENT BY GUNNISON COUNTY. THESE POLICIES ARE NOT ALL INCLUSIVE, BUT RATHER ARE INTENDED AS A SUMMARY. THIS MARCH 4, 2025 EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS OF THE GUNNISON COUNTY EMPLOYEE HANDBOOK AND THE GUNNISON COUNTY PERSONNEL POLICIES AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS ISSUED PRIOR TO THIS HANDBOOK

B. EMPLOYMENT AT-WILL

EMPLOYMENT BY GUNNISON COUNTY IS AT-WILL. EMPLOYMENT OF AN EMPLOYEE WITHOUT A WRITTEN CONTRACT FOR A SPECIFIED DURATION MAY BE TERMINATED BY EITHER GUNNISON COUNTY OR THE EMPLOYEE WITHOUT CAUSE AND WITHOUT NOTICE.

C. THE EMPLOYEE HANDBOOK DOES NOT CREATE A CONTRACT

THE GUIDELINES IN THIS EMPLOYEE HANDBOOK, AND ANY WRITTEN OR ORAL STATEMENT BY SUPERVISORY PERSONNEL, DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

D. AUTHORITY TO ENTER INTO CONTRACTS OF EMPLOYMENT

NO REPRESENTATIVE OF GUNNISON COUNTY, OTHER THAN THE BOARD OF COUNTY COMMISSIONERS (FOR THE COUNTY MANAGER AND THE COUNTY ATTORNEY) AND THE COUNTY MANAGER (FOR DEPARTMENT DIRECTORS AND OTHER CONTRACTED EMPLOYEES), HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD; SUCH AN AGREEMENT MUST BE IN WRITING.

E. INTERPRETATION AND MODIFICATION

THE PERSONNEL POLICIES WITHIN THIS HANDBOOK ARE NOT INTENDED TO ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. EXCEPT FOR THE "AT-WILL" NATURE OF THE EMPLOYMENT, GUNNISON COUNTY RESERVES THE RIGHT TO INTERPRET AND MODIFY THESE PERSONNEL POLICIES WITHOUT PRIOR NOTICE WHEN DEEMED NECESSARY BY THE COUNTY IN THE COUNTY'S SOLE DISCRETION IN ORDER 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.

F. BUDGET

NOTHING CONTAINED IN THIS EMPLOYEE HANDBOOK SHALL BE CONSTRUED TO AUTHORIZE DEPARTMENTS TO EXCEED THEIR APPROPRIATED BUDGETS.

1. GENERAL WORKPLACE CONDITIONS

1-1 Equal Employment Opportunity (EEO). Gunnison County is dedicated to the principles of equal employment opportunity. Gunnison County prohibits unlawful discrimination against applicants or employees nor does it permit harassment or inappropriate conduct on the basis of age 40 and over, race (including traits historically associated with race, such as hair texture and length), sex, pregnancy, color, religion, national origin, disability, genetic information, marital status, sexual orientation, gender identity, gender expression, military status, or any other status protected by Federal, State or local law.

1-2 Unlawful Harassment. Gunnison County strives to maintain a work environment free of unlawful harassment. Unlawful harassment includes any unwelcome verbal, physical, written, pictorial, or visual communication directed at an individual (or group) because of that individual's (or group's) membership in, or perceived membership in, a protected class, that is subjectively offensive to the individual alleging harassment and is objectively offensive to a reasonable individual who is a member of the same protected class. Harassment does not need to be in person and can occur over electronic media or other electronic platforms.

Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, emails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

1-3 Sexual EEO Harassment. Gunnison County strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment and inappropriate sexual conduct can include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Such conduct includes communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, email, text messages, social media or other forms of electronic communications.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for social engagement.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

This policy applies to all employees, as well as non-employees such as volunteers, customers, clients, vendors, consultants, etc., when performing County business, except that the County expressly disclaims any liability for the behavior of such persons who are beyond the County's control.

Complaint Procedure IMPORTANT: If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The County has established a program designed to prevent harassment, deter future harassers, and protect employees from harassment. The County takes prompt action to investigate and/or address alleged discriminatory or unfair employment practices. The County also takes prompt remedial actions, when warranted, in response to complaints of discriminatory or unfair employment practices. The County therefore expects employees to make a timely complaint to enable the County to investigate and correct any behavior that may be in violation of this policy.

Report the incident to either the appropriate Assistant County Manager, elected official, or department director or the Human Resources Director who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of those individuals with your complaint, you should report the incident through the Ethical Advocate for Gunnison County at 855-443-0787, or online at <https://gunnisoncounty.ethicaladvocate.com/>.

The County prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or for your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the County determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

1-4 Workplace Violence. Gunnison County strives to maintain a work environment that is free from violent behavior. The County will not tolerate violent behavior or the threat of violent behavior involving an employee or a member of the public at any County place of business or against any County property. Such behavior will result in disciplinary action and potential criminal charges.

Violent behavior is defined as the infliction or threat of any bodily injury, harmful psychological contact or the destruction or abuse of property. This includes but is not limited to intimidating, threatening or hostile behaviors; jokes or offensive comments which are veiled, conditional, direct, written or verbal; physical abuse; vandalism; arson; sabotage; and/or the use or carrying of weapons of any kind without authorization.

An employee who feels that they have been subjected to any behavior prohibited by this policy or have observed or have knowledge of a violation of this policy, should immediately report it to Human Resources, any member of management, or the proper authorities. If an employee feels that an imminent threat exists, they should immediately report to Human Resources, any member of management, or the proper authorities. All complaints will be taken seriously and investigated, and appropriate action will be taken.

1-5 Workplace Accommodations for Nursing Mothers. Gunnison County will make reasonable efforts to accommodate the following:

- Reasonable break time will be allowed for employees to express breast milk. The time permitted typically will run concurrently with the time already provided for meal and rest breaks. If the breaks cannot run concurrently and/or additional time is needed, Human Resources and the employee will agree upon a schedule that might include the employee using unpaid leave (if non-exempt), annual leave/vacation time, arriving at work earlier, or leaving later. In the event unpaid leave is used, the employee will be relieved of all work-related duties during any unpaid break.
- Appropriate private accommodations (other than a restroom) within close proximity to the employee's workstation for up to two years after the child's birth.
- The space must have access to an electrical outlet, a chair, and table, and follow privacy protocols such as a locking door or signage.
- Mothers are responsible for their own breastfeeding equipment and supplies.
- A clean water source will be in close proximity to the lactation space for employees to wash hands and to clean any breast pump equipment.
- The County will provide a welcoming atmosphere of support and tolerance for breastfeeding employees.

1-6 Pregnancy Accommodation. Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests accommodation, the County will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the County's business operations.

The County may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

The County will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1-7 Disabilities and Religious Accommodations. The County will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the County or cause a direct threat to health or safety. The County will make reasonable accommodation for qualified individuals requesting religious accommodation unless doing so would result in an undue hardship to the County. The County will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the County.

1-8 Complaint Resolution Process. Employees who have a work-related problem or concern should follow these steps:

1. Notify and discuss the matter with their immediate supervisor in a timely manner so that the supervisor has the opportunity to resolve any concerns or misunderstandings. Normally, this discussion should be held within three to five business days of the incident or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns.
2. If the employee believes that the solution offered by the supervisor is not satisfactory, or if the employee

believes that addressing the issue with the supervisor is inappropriate, because, for example, the supervisor is involved in the problem or issue, then the employee may notify and discuss the matter with their Assistant County Manager, elected official or department director.

3. If the employee believes that the solution offered by the Assistant County Manager, elected official or department director, is not satisfactory, then the employee may discuss the matter with Human Resources.
4. If the employee believes that the matter remains unresolved to their satisfaction, the employee may submit a written complaint to the County Manager for review and final decision. The County Manager or their designee may occasionally be asked to perform an investigation. If the County Manager is the direct supervisor, the employee should instead contact the County Attorney.

To request assistance with these and other types of issues, employees may access the Employee Assistance Program (see Section #4-3(d) for more information) at any time. Supervisors may also contact Human Resources for assistance with coordinating counseling for an employee via the Employee Assistance Program.

1-9 Anti-Retaliation Policy. Gunnison County prohibits retaliation against an employee for filing a complaint under the Complaint Resolution Process or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or for participating in an investigation of a complaint, the employee should follow the Complaint Resolution Process outlined above. The situation will be promptly investigated and appropriate action taken, which could include disciplinary action against the retaliating employee, up to and including termination. Employees cannot shield themselves from the potential consequences of their own misconduct by reporting an issue. If it is determined by the County that an employee has made false accusations against another employee as part of this process, appropriate action will be taken against such employee, which could include disciplinary action, up to and including termination.

1-10 Duty-Related Court Notices and Appearances. Any County employee who, in their official capacity, receives a summons, subpoena or other official court papers, shall notify the County Attorney's Office and shall provide to the County Attorney's Office, as soon as is possible, copies of all such papers. With the exception of the Sheriff and their deputies, no County employee is permitted to appear in any court proceeding in their official capacity without first notifying the County Attorney's Office in advance of such proceedings.

1-11 Safety and Emergency Policies.

- National Incident Management System (NIMS) / Incident Command System (ICS) – employees will maintain the appropriate level of competence.
- Continuity of Operations Plans (COOPs) – employees will work with their Assistant County Manager, elected official or department director to help ensure appropriate orientation and training regarding an employee's roles and responsibilities outlined in their respective department's COOP.
- Response and Recovery Trainings – employees will participate in trainings and exercises as assigned by their respective Assistant County Manager, elected official or department director
- Safety Officers – any employee who has been designated by their Assistant County Manager, elected official or department director to serve as the Safety Officer for their department/suite shall orient and help train fellow employees with regard to established preparedness and safety procedures.
- Employee ID badges serve as key cards for accessing County facilities. Employees must maintain possession and control of their badge at all times. In the event a badge is lost, employees are required to notify the Facilities and Grounds Department immediately. Using another employee's badge to gain access to locked buildings or doors is prohibited.

1-12 Pets in the Workplace. The County strives to provide a safe and healthy work environment for employees. Animals are generally prohibited from all County facilities and premises with the exception of approved service animals permitted as a reasonable accommodation to an individual with a disability under the Americans with Disabilities Act (ADA) and/or similar state law. Animals that are required for official job duties are permitted. See policy 5.2.3: Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

2. ORGANIZATION AND ADMINISTRATION

2-1 Covered Entities. The policies in this handbook apply to all County employees, unless otherwise expressly stated within this handbook. These policies also apply to contracted employees, unless a contract with the contracted employee expressly states otherwise. Where this policy conflicts with a written contract with a contracted employee, the written contract shall prevail.

2-2 Personnel Actions and Employee Records.

- (a) **Personnel Records.** Human Resources maintains the official personnel file for each employee, with the exception of certain documents maintained by the Sheriff's Office that are related to Sheriff's Office employees that are governed by the Colorado Criminal Justice Records Act (CCJRA) and all Department of Transportation required drug/alcohol testing records that are maintained by the department that ordered the required testing. It contains formal documentation on employees' employment and salary history. If you wish to

review your official personnel file, contact Human Resources and allow three (3) business days for a response to your request. It is important for you to provide Human Resources with current information regarding name, address, telephone, insurance changes, tax exemptions, emergency contacts, and other relevant information. Failure to keep personnel information updated may result in a loss of benefits by an employee. The Human Resources Department follows the applicable Gunnison County Records Retention Policy.

- (b) **Time and Leave Records.** Employees are responsible for submitting completed and accurate time records to their supervisors.

3. EMPLOYMENT AND CLASSIFICATION SYSTEM

3-1 Recruitment.

- (a) **Public Notices.** All open positions must be listed on the County website for the duration of their application-acceptance periods, which are established by the applicable hiring supervisors. Additional noticing (i.e., newspaper and online advertisements, use of a recruitment firm, etc.) may also be accomplished, if applicable and requested for any specific vacancy.
- (b) **Internal.** Internal vacancies or promotions must be posted. Any current employee who wishes to apply for any open position is encouraged to apply for the position and follow the established procedure (see Section 3-5(b)).
- (c) **Prior Applicant Pool.** Gunnison County may fill the position from a prior applicant pool provided that position is posted as pursuant to the foregoing paragraph.

3-2 Hiring Relatives. No employee shall be a relative, a person who is related by blood or marriage, of an employee for whom: 1) They have supervisory and/or managerial responsibilities; 2) They have audit or financial approval authority; 3) They have access to confidential information, including payroll or personnel records; or 4) The relationship presents a potential or real conflict with the County's interests. If conflicting circumstances arise through a change in family status or living arrangement, the Assistant County Manager, elected official, or department director should consider management alternatives in consultation with and final approval of the County Manager.

3-3 Reemployment. Any employee seeking re-employment with the County after resignation may do so by applying for an open position. Re-employment is based on the same County needs and qualifications as are considered in the employment of any other applicant. If rehired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment will be included for the purpose of earning longevity-based County benefits for up to 10 years prior to the date of rehire unless otherwise denied by a benefit plan document or by operation of law. Any person involuntarily terminated from the County will not be considered for reemployment unless the reason for the termination was outside of the control of the employee, such as reorganization or reduction in force, unless otherwise determined by the County Manager.

3-4 Employee Classifications. Employees of the County are classified as either exempt or nonexempt under Federal and State wage and hour laws, and are further classified for administrative purposes, such as the administration of fringe benefits like paid vacation or holidays. These classifications do not determine eligibility for participation in the County's group health plan. Eligibility for participation in the County's group health plan is governed by the terms of the plan documents as well as applicable law. To obtain a copy of the Summary Plan Description or to discuss whether you are eligible to participate in the County's group health plan, please contact hr@gunnisoncounty.org. The following classifications are used throughout this Handbook.

- (a) **Definitions.**

- (1) **Exempt Employees.** Exempt employees are employees whose job assignments meet specific standards established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements in addition to other FLSA rules.
- (2) **Non-Exempt Employees.** Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption standards and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt employees shall be paid time and one-half of their regular rate of pay or accrue compensatory time at the rate of time and one-half for any work in excess of 40 hours per workweek. Also see Section 4-2 Overtime/Compensatory Time.

- (b) **Regular Status.** Either the employee or Gunnison County may end the employment relationship at any time.

- (1) **Full-Time Status.** Full-time status is designated for an employee who is employed to work from 30 to 40 hours per week. Any employee working at least 30 hours per week or at least 1,560 hours per year in a regular position is currently eligible for the fringe benefits that the County then

currently offers. Compensation for absences due to vacation, sick leave, and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(2) **Part-Time Status.** Part-time status is designated to an employee who is employed to work 20-29 hours per week that shall consist of at least 1,040 hours annually but fewer than 1,560 hours annually. Employees assigned this status are currently eligible for the retirement benefits that the County then currently offers. Compensation for absences due to vacation, sick leave, and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(3) **(Non-Benefit) Part-Time Status.** (Non-benefit) part-time status is designated to an employee who is regularly scheduled to work less than 20 hours per week and fewer than 1040 hours per year. Employees assigned this status are not eligible for most County fringe benefits. Employees with this status are eligible for paid sick leave accrued at the rate of 1 hour for each 30 hours worked under the Healthy Families and Workplaces Act. The employee is currently eligible to contribute to the 457(b) deferred retirement plan, but will not receive the County match.

(c) **Grant Funded Employees.** These employees are compensated through grant funding, and their continued employment is dependent on the availability of those funds. While grant-funded positions are generally tied to specific funding sources, employees may be eligible to transition into other roles within the organization, subject to position availability and qualifications.

(d) **Temporary Employees.** Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees may be classified as exempt or nonexempt on the basis of job duties and compensation.

(e) **Seasonal Employees.** Seasonal employees are those who are typically employed in their position for six months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter. These seasonal employment assignments are of limited duration.

(f) **Interns.** A student or recent graduate who works, with or without pay, at a trade or occupation in order to gain work experience.

(g) **Auxiliary.** In auxiliary programs such as, work study, internships and others, where compensation may be paid, participants shall not be entitled to County benefits, unless approved as part of the specific auxiliary program by the Board of County Commissioners or County Manager and shall not be covered by the policies in this handbook.

3-5 Demotion, Transfer and Assignment of Temporary Duty.

(a) **Demotion.** An employee may be demoted at any time for misconduct (see Section 6) and/or failure to perform position duties satisfactorily. When an employee is demoted to a lower position, the employee shall be paid at a rate within the approved range for the lower position. The rate of pay shall be recommended by the appropriate Assistant County Manager, elected official or department director, taking into consideration the circumstances surrounding and the reasons for the demotion. Final approval for the demotion and subsequent rate of pay shall be made by the County Manager. The review process, set forth in Section 6, shall be applicable to and govern demotions.

(b) **Transfer.** Any current employee who applies for an open position may be transferred, subject to meeting the minimum qualifications for the new position. The County Manager shall make final approval for all transfers.

(1) **Department to Department.** An employee shall not be eligible for transfer to another department until they have at least two years of employment in their current department, unless both the appropriate Assistant County Manager, elected official, or department director and the County Manager agree that an early transfer would be in the best interest of the County. Whenever an employee transfers to another department, their performance review period is reset to the date of the transfer. Upon transferring to a new department, the employee's original hire date will remain unchanged, ensuring the retention of all accrued benefits. Any accumulated compensatory time must be used or paid out by the originating department prior to the transfer. The employee's original hire date shall remain unchanged, and the employee shall retain all accumulated benefits, provided that such benefits are available in the receiving department and align with the established criteria set forth in the then-current Personnel Policies. Arrangements for accumulated benefits as of the transfer date shall be set forth on a Personnel Action form and shall be approved by the

previous and appropriate Assistant County Manager, elected official, or department director and the new and appropriate Assistant County Manager, elected official, or department director.

- (2) **Within the Same Department.** An employee shall not be eligible for transfer to another jobs or district within the same department until at least two years of employment at their current jobs or district, unless the employee's Assistant County Manager, elected official or department director approves, in writing, an early transfer after determining whether it would be in the best interest of the department. Whenever an employee transfers to another position, their performance review period is reset to the date of the transfer. The employee's original hire date, however, shall not change, and the employee shall retain all accumulated benefits, provided they are within the established criteria set forth in the then current Personnel Policies.
- (3) **Assignment of Temporary Duty.** The County may require an employee to assume responsibilities in addition to or different from those defined in their job description as necessary on a temporary basis. In the event of an emergent situation, where an employee is assigned, responsibilities separate from their regular duties for more than 30 days, the employee shall be compensated at the appropriate pay grade and step after 30 days as recommended by the Human Resources Department and approved by the appropriate Assistant County Manager, elected official, or department director, the Finance Director and the County Manager.

4. COMPENSATION AND BENEFITS

4-1 Pay. Employees are paid once each month (one pay period) on the last regular working weekday of the month. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday. Gunnison County deposits paychecks into the bank account(s) designated by the employee.

- (a) **Hourly or Monthly Salary.** Gunnison County will determine which non-exempt positions' paychecks will be computed on an hourly rate and which exempt and non-exempt positions will be computed on a monthly salary rate. The Federal and State wage and hour laws and regulations shall control all determinations regarding exempt and non-exempt status for all County employees, regardless of the department in which they work.

Salaried exempt employees will regularly receive a predetermined amount of compensation each pay period. Salaried non-exempt employees will receive a predetermined amount of compensation each pay period, in addition to compensation (at 1.5 times their regular rate via compensatory time or pay) for any hours worked in excess of 40 per week during a pay period. The County is committed to complying with salary-basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to the Finance Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

4-2 Overtime/Compensatory Time. For non-exempt employees, the County will pay overtime, or allow the accrual of compensatory time if applicable, for all hours worked over 40 hours in a workweek.

- (a) **General Workweek/Work Period.** A Fair Labor Standards Act (FLSA) workweek, Monday through Sunday is a fixed, regularly recurring period of 168 hours – that is, seven consecutive 24-hour periods. Law Enforcement employees may have a separate work period established under the FLSA's Section 7(k) exemption from 7 to 28 consecutive days. A typical work period will begin at 12:01 a.m. on Monday and continue to run for the then most currently established number of days (24-hour periods).
- (b) **Authorization to Work Overtime.** All non-exempt employees are required to get supervisor pre- approval for overtime. Unauthorized overtime work is not allowed, and repeated disregard of the rule requiring pre-approval for overtime hours may result in disciplinary action, up to and including termination.
- (c) **Calculations.**

- (1) **Non-Exempt Employees.** Gunnison County compensates non-exempt employees for overtime in compensatory time off on a 1-for-1.5 basis for all hours worked over 40 hours in a workweek up to a maximum accrual of 80 hours unless otherwise approved by the County Manager. A non-exempt employee, who has accrued compensatory time, must have authorization to use the compensatory time, but shall be permitted to use the time off within a reasonable period after making the request if it does not unduly disrupt County operations by more than a mere inconvenience. The County reserves the right to control compensatory time accumulation by requiring an employee to take

time off during designated periods defined by the appropriate Assistant County Manager, elected official, or department director.

(2) **Exempt Employees.** Exempt employees are classified as salaried and are expected to fulfill their job responsibilities without eligibility for overtime compensation, whether in cash or compensatory time for work more than 40 hours per week. Exempt employees are hired to perform specific duties, and the nature of the role may require working beyond 40 hours per week, attending evening meetings, or performing duties outside of standard office hours. While exempt employees have some flexibility in managing their schedules to meet workload demands, they are expected to maintain a full workweek and be regularly present during core business hours unless otherwise directed by their supervisor. Compensation for exempt employees remains fixed and does not vary based on the number of hours worked.

(3) **Law Enforcement.** Employees of the Sheriff's Office engaged in law enforcement may be compensated at one and one-half times the employee's regular hourly rate of pay for overtime calculated on a "work period" basis. A "work period" may be from 7-28 consecutive days in length. Law enforcement personnel must receive overtime after 171 hours worked during a 28-day period. For work periods of at least seven, but less than 28 days, overtime compensation is required when the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28. It is at the County's discretion to determine whether overtime compensation is monetary or compensatory time.

(d) **Maximum Compensatory Time.** Gunnison County's policy is to limit the accumulation to 80 compensatory time hours (53-1/3 hours worked), therefore no employee shall earn or accumulate more than a total of 80 hours of compensatory time, unless approved in advance by the County Manager. Once an employee reaches 80 compensatory hours, the employee will be paid for overtime hours. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.

(e) **Non-Inclusion of Paid Leave.** Paid leave hours (i.e., paid holidays, personal leave, vacation, sick, compensatory time, etc.) are not considered as hours worked for the purposes of computing overtime.

4-3 Fringe Benefits. Fringe benefits are monetary and non-monetary benefits provided to employees by the County including, but not limited to, medical, dental, vision, life insurance, health savings account, flexible spending accounts, holidays, sick leave, vacation leave, comp time program, personal leave, Norton LifeLock, discounted health club membership, employee assistance program, and a retirement program. These benefits and any future benefits are provided solely at the discretion of the County and may be modified, amended or revoked in whole or in part at any time.

(a) **Insurance.** The County offers a number of different insurance plans for eligible employees. Employment benefits vary according to the position and status of the employee. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The County complies with all applicable Federal and State laws regarding the provision of benefits including same-sex spouses, domestic partners, and couples in a civil union.

Benefit plans offered by the County are defined in legal documents such as insurance contracts and summary plan descriptions. In the event information in this Handbook or other employee communication conflicts with the actual terms and conditions of coverage, the plan documents will control. Benefits described in this Handbook, including the types of benefits offered and/or the requirements for eligibility of coverage, may be modified or discontinued from time to time at the County's discretion as permitted by law. The County and its designated benefit plan administrators reserve the right to determine eligibility, interpretation, and administration of issues related to benefits offered by the County.

Employees will have an opportunity to make changes to their benefit selections during the County's annual open enrollment period. Employees who experience a qualifying life event, such as marriage, divorce, or the birth of a child, will also be allowed to make a change in their benefits selection when that event occurs, in accordance with the terms of the plan document.

In the event you take a personal or other leave of absence, please consult Human Resources to determine the impact the leave may have upon your benefits, including eligibility and/or making any required premium payments. The County currently offers these plans:

(1) **Health Coverage: Medical, Dental and Vision.** The County currently provides the opportunity for participation in group insurance to all eligible employees.

a. **Flexible Spending Account.** Flexible spending accounts are a benefit for employees

enrolled in the traditional medical plan or if on a high deductible health plan (HDHP) for a limited purpose. Eligible employees may setup a pre-tax monthly deduction, preloaded to a spending account, for medical-related expenses as well as child care expenses.

- b. **Health Savings Account.** Health savings accounts are a benefit for employees enrolled in the high deductible health plan (HDHP). Eligible employees may setup a pre-tax monthly deduction accumulated to a savings account for medically related expenses. Gunnison County will contribute quarterly to the employee account based on coverage tier.

(2) **Life.** The County currently offers basic life insurance and supplementary life insurance.

(3) **Unemployment Compensation.** The County is a reimbursable employer under the State Unemployment Insurance Program. Any employee interested in information regarding the benefits of this program should inquire at the Colorado Department of Labor, Division of Unemployment.

(4) **Workers' Compensation.** The total cost of each employee's Workers' Compensation insurance premium is paid solely by the County on behalf of the employee. See Section 4-3(k) for specific details related to Workers' Compensation Insurance.

(b) **Holidays.** Employees paid on an hourly basis and in full-time positions working a 40-hour workweek shall be compensated for eight hours' paid leave time for designated holidays. Eligible employees working less than a 40-hour work week shall be compensated for paid holidays on a prorated basis according to the number of hours budgeted per year. Employees in (non-benefit) part-time positions; seasonal, interns, or temporary positions shall not receive pay for holidays off.

(1) **Schedule.** The Board of County Commissioners annually adopts the schedule of compensated holidays. The Assistant County Manager, elected official, or department director shall have the discretion to provide an alternate holiday work schedule for employees consistent with departmental needs.

(2) **Computation.** Employees who are non-exempt or paid hourly, who are required to work on a holiday, shall be compensated at eight hours for the holiday (or a prorated amount for eligible employees working less than 40 hours per week), in addition to compensation for the hours worked. This may or may not result in overtime calculations for the workweek or work period (see Section 4-2).

Adopt the same rule for all alternative work schedules. As stated above and not in addition to, when a paid holiday falls on an employee's regularly scheduled workday, the employee earns 8 hours of holiday pay (or the prorated amount if the employee works less than full time). If that regularly scheduled workday is greater than 8 hours, employees have the option to elect to use either vacation/comp time to make up for the time in excess of the 8 hours that the employee was scheduled to work; or if possible and if approved in advance by the supervisor, the employee may work the additional hours during the same workweek as the holiday, in lieu of using accrued leave.

(c) **Retirement Program.**

(1) **Social Security Administration Contributions.**

The County pays all required Social Security and Medicare tax contributions.

(2) **Retirement Plan Contributions.**

Association. The County is currently a member of the Colorado Retirement Association. The bylaws of the Retirement Association shall govern eligibility for retirement benefits.

(d) **Employee Assistance Program.** County employees are offered a confidential counseling and referral service for the employee, their spouses and dependent children. This service includes a designated number of counseling sessions and financial planning or legal sessions annually, paid for by the County. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(e) **Flex-Time Workweek.** Subject to Policy #1.2.9.3 (Standard Hours of Operation), an Assistant County Manager, elected official or department director may establish, upon final approval from the County Manager, a flex-time workweek for any of their employees. Any flex-time workweeks created will ensure that established office days and hours are maintained so that customer access is not impeded. In opting for such a schedule, the established flex-time workweek will be used for determination of overtime.

- (f) **Remote Work.** Remote work may be permitted at the discretion of the Assistant County Manager, elected official or department director and in accordance with operational needs. Employees approved for remote work must comply with all applicable policies, maintain productivity, and ensure data security. The appropriate Assistant County Manager, elected official, or department director reserves the right to modify or revoke remote work arrangements at any time.
- (g) **Meal Periods and Breaks.** The appropriate Assistant County Manager, elected official, or department director will determine departmental standards regarding length and scheduling of breaks and lunch times for their employees, with any office closure limited as outlined in Policy #1.2.9.3 (Standard Hours of Operation). However, if a break is intended to be less than 20 minutes, it is normally paid time and if a break is intended to be free from duties for 30 minutes or more, it is unpaid time.
- (h) **Training.** In addition to all required safety-related training, Gunnison County intends that its employees continue to train and develop in job-related skills. The County-paid training may consist of the following elements:
- Mandatory Training. Mandatory development as defined by laws, rules, statutes, or County policies.
 - General Training. General education developed to increase employee effectiveness.
 - Job-Skills Training. Special or technical education unique to a specific position or employee group.
 - Authorization. With advance approval by the appropriate Assistant County Manager, elected official or department director, the cost of above training types may be considered a County expense.
- (i) **Vacations.**
- (1) **Earning Rate.**
- a. Employees Working a 40-Hour Workweek. Employees in full-time positions working a 40-hour workweek earn vacation for each full month of continuous service as follows:
- | | |
|--|--------------------|
| Hire date through the end of year 4: | 8 hours per month |
| Start of year 5 through the end of year 8: | 9 hours per month |
| Start of year 9 through the end of year 15: | 10 hours per month |
| Start of year 16 through the end of year 20: | 12 hours per month |
| Start of year 21 through separation: | 14 hours per month |
- b. Employees Working Less Than a 40-Hour Workweek. Currently, eligible employees working fewer than 40 hours per workweek earn vacation on a prorated basis according to the number of hours worked per year. Employees in (non-benefit) part-time positions, seasonal or temporary positions shall not receive paid vacation.
- c. Elected Officials. Elected officials shall not be entitled to receive the benefit of paid vacation as outlined herein. Any County employee who becomes an elected official shall be paid for vacation accumulation while an employee, prior to taking office (see Section 7).
- (2) **Approval.** Vacation time must be earned before taken, and an employee must receive supervisor approval of their vacation request prior to use of the vacation time. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.
- (3) **Scheduling.** An Assistant County Manager, elected official or department director may require an employee to use vacation time pursuant to a schedule or by a certain date for business needs of the department.
- (4) **Maximum Accrual.** Employees are not eligible to earn any additional vacation once they have reached their maximum accumulation. The allowable maximum vacation accumulation for eligible employees working less than a 40-hour workweek shall be prorated according to the number of hours worked monthly. Vacation does not accrue during any leave without pay or a suspension. The maximum vacation accumulation for full-time employees shall be:
- | | |
|---------------------------------|-------------------|
| 0 through the end of 4 years: | 160 hours maximum |
| 5 through the end of 8 years: | 196 hours maximum |
| 9 through the end of 15 years: | 240 hours maximum |
| 16 through the end of 20 years: | 288 hours maximum |
| 21 plus years: | 336 hours maximum |
- (j) **Sick Leave.**
- (1) **Credit.** Currently, employees in full-time positions working a 40-hour workweek are credited sick leave with pay at the rate of 8 hours for each full month of service. Eligible employees working less than a 40-hour workweek shall accumulate sick leave on a prorated basis according to the number of

hours worked per year. Employees in (non-benefit) part-time positions, seasonal, or temporary positions are eligible for one (1) hour of paid sick leave for every thirty (30) hours worked. Sick leave does not accumulate during any leave without pay or during a suspension. A County holiday shall not be counted as a day of sick leave.

- (2) **Use.** Paid sick leave may be used if an employee:
- has a mental or physical illness, injury, or health condition that inhibits them from working;
 - needs to get preventive medical care or to get a medical diagnosis, care, or treatment of any mental or physical illness, injury, or health condition;
 - needs to care for a family member who has a mental or physical illness, injury, or health condition or who needs to get preventive medical care or to get a medical diagnosis, care, or treatment of any mental or physical illness, injury, or health condition;
 - the employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment and needing leave for related medical attention, mental health care, or other counseling, victim services (including legal services), or relocation;
 - is subjected to a public health emergency, a public official having closed either (A) the employee's place of business, or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child;
 - needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
 - needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence, or
 - requests sick leave for personal reasons and has prior approval from the appropriate Assistant County Manager, elected official, or department director.
- (3) **Reporting.** Reporting must be done prior to the beginning of the employee's work schedule on the first day of their absence or as soon thereafter as reasonably possible. The employee must keep their supervisor informed of their expected date of return. The employee must furnish reasonable documentation regarding the use of more than four consecutive workdays, if requested to do so by their Assistant County Manager, an elected official or department director. Such documentation, if requested, must be provided within three workdays from the date of request.
- (4) **Accumulation.** There is no limit to the amount of sick leave an employee may accumulate. However, an employee may not use sick leave for purposes other than those set forth in this paragraph (i). Any misuse of sick leave will not be tolerated.
- (5) **Elected Officials.** Elected officials shall not be entitled to receive sick leave as outlined herein. Any County employee who becomes a County elected official shall be paid for sick leave accumulated while an employee prior to taking office pursuant to the limits outlined in Section 7.
- (6) **Insufficient Paid Sick Leave Balances.** In the event that an employee has an insufficient paid sick leave balance to cover any absence(s) from work due to illness as defined below, the time lost will be deducted from the employee's accrued compensatory time and then vacation leave balances or, if these balances are still not sufficient, deducted as leave without pay. If an employee expends or expects to expend all sick, vacation and compensatory time prior to the conclusion of the illness requiring absence from work, the employee may apply for a sick leave transfer, per the process outlined in paragraph (10) below. An employee must expend all accrued leave balances prior to the use of any hours authorized for transfer. In addition to a sick leave transfer request, the employee may submit a Medical Leave of Absence (non-FMLA) Leave Request Form (refer to Section (4-3(p)).
- (7) **Insufficient Paid Sick Leave Balances for Non-benefit Eligible Employees.** In the event that a non-benefit employee has an insufficient paid sick leave balance to cover absence(s) from work due to illness as defined in section 4-3 (i)(2), that time will be without pay. A non-benefit employee may not apply for a paid sick leave transfer.
- (8) **Declared emergencies.** In the case of a public health or other emergency declared by the County Public Health Director, the County Manager, and/or the Board of County Commissioners, the County reserves the ability to impose additional requirements related to leave in response to or because of such emergency.
- (9) **Employers cannot retaliate against employee for requesting or using paid sick leave.** Employees

have a right to file a complaint or bring a civil action if paid sick leave is denied or they are retaliated against for exercising their rights under the law.

(10) Sick Leave Transfers. The Internal Revenue Service (IRS) allows for donation of accrued sick leave without negative tax consequences to the donor in instances of a medical emergency, which the IRS defines as a “medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to exhaustion of all paid leave available, apart from the leave-sharing plan.”

Donor employees may not claim an expense, a tax deduction or a charitable contribution for any of the leave that they donated to the Sick Leave Bank.

- a. **Donations.** Human Resources may request donation of sick leave at any given time during the year from eligible employees. Upon separation, employees may donate any portion or all of their accumulated sick time to the Sick Leave Bank, up to the amount of hours the employee is eligible to cash out based on their years of service (see Section 7 for more information). Donors may not request transfer of their donated hours to specific employees, all donated hours are immediately transferred to the Sick Leave Bank, and donor employees forfeit their right to reclaim the hours for any reason.
- b. **Donation Limitations.** County employees should strive to maintain a sick leave balance capable of meeting the demands of expected absences (i.e., general illnesses, routine medical needs, vacations, pregnancy, etc.). Thus, only employees with sick leave balances of at least 160 hours (equivalent to 20 standard eight-hour shifts) and separating employees may donate to this program according to the below limitations:

<u>Donor Employee’s Accumulated Sick Leave Balance</u>	<u>Maximum Annual Allowed Donation</u>
159 or less hours	No donation possible
160-480 hours	32 hours
481+ hours	64 hours
N/A (separating employees only)	Limited to those hours that the employee would have otherwise been entitled to receive cash payment.

- c. **Application Procedure.** An employee desiring to receive a transfer should submit an application for additional sick leave to their supervisor at least 10 working days prior to the use of all of their available leave time, or as soon as reasonably possible. If an employee is unable to make such application, the application may be completed by a family member or an employee representative.
 1. Human Resources will then review the request and make a determination, regarding authorization of a sick leave transfer.
 2. Actual transfer of sick leave hours to an eligible employee may be less than the full amount authorized, if less is taken or if the Sick Leave Bank balance remains insufficient to cover authorized transfers after all donations are received. If the Sick Leave Bank is insufficient to cover authorized transfers, the receiving employee will need to take leave without pay for the duration of their absence.

(k) Workers’ Compensation.

(1) Eligibility. Employees who suffer job-related injuries or disease may be entitled to workers’ compensation benefits for medical expenses and lost wages, in accordance with State law.

Employees working remotely are responsible for maintaining a safe and ergonomically sound workspace. This includes ensuring the environment is free of hazards such as tripping risks, inadequate lighting, and excessive noise disturbances.

Workers’ compensation and liability coverage may be subject to determination in unique working circumstances, such as working from locations other than the designated county workstation. Employees must obtain prior management approval before working from an alternate location to ensure compliance with coverage requirements.

(2) Reporting. If you are injured on the job an employee must report the injury or disease to their supervisor as soon as they are able and report in writing within 10 days after the injury. Alcohol and drug testing may be required if the employee’s own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in discipline or discharge.

- (3) **Treatment.** Gunnison County has the right to require that employees are treated by a treating physician selected from a list of physicians designated by employer. Failure to use a physician from the designated list may result in loss of medical benefits.
- (4) **Family and Medical Leave.** Family and Medical Leave will run concurrently with any eligible on-the-job Workers' Compensation leave.

(I) **Family Medical Leave Act and Military Family Leave.**

- (1) **Eligibility Requirements for FMLA Leave.** An employee who has been employed by the County for at least 12 months and for at least 1,250 hours during the preceding 12-month period is eligible for Family Medical Leave Act leave.
- (2) **Acceptable Uses of Family Medical Leave.** Eligible employees will be granted Family Medical Leave for a maximum of 12 weeks during a single 12-month period for the following reasons:
 - a. Incapacity due to pregnancy, prenatal medical care, childbirth;
 - b. To care for the employee's child after birth, or placement for adoption or foster care;
 - c. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
 - d. Serious health condition that makes the employee unable to perform the employee's essential job duties.
 - 1. **Definition of Serious Health Condition.** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.
 - 2. **Continuing Treatment.** Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- (3) **Military Family Leave.** Eligible employees with a spouse, child or parent on active duty or called to active-duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies:
 - a. **Qualifying Exigency Military Leave.** 12-weeks of leave in a single 12-month period to address certain qualifying exigencies. Qualifying exigencies may include:
 - 1. Attending certain military events;
 - 2. Arranging for alternative childcare;
 - 3. Addressing certain financial and legal arrangements;
 - 4. Attending certain counseling sessions;
 - 5. Attending post-deployment reintegration briefings.
 - b. **Military Caregiver Leave.** FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

- (4) **Leave Granted.** Family Medical Leave and Military Qualifying Exigency Leave will use the same measurement for a single 12-month period. The maximum time allowed for FMLA leave is 12 weeks in the 12-month period as defined by the County. The 12-month period is measured backward from the last date an employee uses FMLA leave. There are exceptions: For a birth or placement of a child for adoption or foster care, the entitlement period will expire 12 months from the date of the birth or placement. For Military Caregiver leave, the 26-week period is measured forward from the first day of the leave.

FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the County's operations. Leave due to qualifying exigencies (e.g., emergencies) may also be taken on an intermittent basis. For birth or adoption, intermittent leave can only be taken if the employee and the appropriate Assistant County Manager, elected official, or department director agrees to such an arrangement. Employees taking intermittent or reduced-schedule leave based on planned medical treatment and those taking intermittent or reduced-schedule family leave with the Assistant County Manager, elected official or department director's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodate that type of leave.

When Gunnison County employs both spouses, they may only take 12 weeks between them for leave related to birth, foster placement, or adoption of a child, or to take care of a sick parent. However, each spouse is eligible for a separate entitlement of leave to care for each other, their children or themselves.

- (5) **Substitution of Paid Leave for Unpaid Leave.** While on Family Medical Leave or Military Family Leave, the County requires employees to use accrued paid leave, unless collecting Gunnison County Workers' Compensation benefits. Paid leave used at the same time as FMLA leave must be taken in compliance with the County's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the County's paid leave policies, the employee cannot use accrued paid leave but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted. Exception: Employees may request that up to 40 hours of paid leave benefits remain in their account when unpaid leave begins.
- (6) **Benefits and Protections.** During FMLA leave, the County maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, vacation and sick leave will not accrue during any unpaid leave. Also when on unpaid leave, holidays, jury duty and personal leave are not granted and no contributions are made to the retirement plan. The employee will not receive accumulation of seniority or any other employment benefits during leave without pay.

- (7) **Employee Responsibilities.** Employees must provide 30 days advance notice to Human Resources of the need to take FMLA leave when the need is foreseeable. When a 30-day notice is not possible, the employee must provide notice as soon as practicable and generally at a minimum must comply with their supervisor's normal notification requirements for unexpected leave.

Employees must provide sufficient information for the County to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Request for certification will be made by Human Resources if, in the opinion of management, it is necessary. The County may require second and third medical opinions at the County's expense. Documentation confirming family relationship, adoption or foster care may be required.

- (8) **Employer Responsibilities.** The County will provide up to 12 weeks or up to 26 weeks (for Military Family Leave) of job-protected leave to employees who meet the eligibility requirements above.

The County will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and

responsibilities. If they are not eligible, the County will provide a reason for the ineligibility.

The County will inform employees taking leave if the leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the County determines that the leave requested is not FMLA-protected, Human Resources will notify the employee.

- (9) **Return to Work Following Leave.** Before returning to work, an employee who has taken FMLA leave for a personal medical condition that made them unable to perform the essential functions of their position is required to obtain and present a certificate from their healthcare provider that they are able to return to work and perform the essential functions of their position. This should be done by presenting a "Return to Work Authorization" form or any equivalent, completed by the attending physician. Return to Work forms may be obtained from Human Resources. The Return to Work form must state that the employee can return to their regular work schedule and resume performance of all the essential duties required in the employee's position or can return to their position on a restricted or modified-duty basis, as defined by the attending physician, resuming performance of all the essential duties required in the employee's position with reasonable accommodation. Gunnison County reserves the right to deny modified or restricted duty. Employees on leave must contact Human Resources at least two business days before their planned return to work.
- (10) **Failure to Return from Leave.** The failure of an employee to return to work upon the expiration of an FMLA leave of absence may subject the employee to possible termination unless an ADA accommodation extension is granted. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of insurance premiums during leave. An employee may also request additional sick leave (see Section 4-3(i)).
- (11) **Unlawful Acts.** FMLA makes it unlawful for the County to:
- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- (12) **Enforcement.** An employee may file a complaint with the U.S. Department of Labor or may initiate private litigation. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.
- (m) **FAMLI Participation.** The County has opted out of participating in the FAMLI State-run family leave program due to having other leave policies in place. Nonetheless, some employees may elect to participate in FAMLI because of their circumstances. All employees of the County may participate in FAMLI on an individual basis. FAMLI provides partial income protection for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason, specifically, for the care of a newborn, adopted child, or fostered child; to care for a family member with a serious health condition; for the employee's own serious health condition; for qualifying military exigency leave; or to address safety needs or the impact of domestic violence and/or sexual assault. Partially paid leave is available for up to 12 weeks in a calendar year or up to 16 weeks under certain circumstances related to pregnancy and childbirth. Employees should notify Human Resources at least 30 days prior to using any such FAMLI leave or as soon as practicable. Employees must make a reasonable effort to schedule leave so as not to unduly disrupt the County's operations. Not all protections and benefits may be applicable to employees opting into FAMLI when employed by a public employer who has opted out. Please see Human Resources to obtain additional copies of the required notices to employees of local government employers who have opted out of FAMLI that are distributed upon hiring. In some circumstances, FAMLI benefits will run concurrently with FMLA, Short-Term Disability, AFLAC and/or a Medical Leaves of Absence. It is County policy to require employees to use their accrued paid leave (sick, vacation, comp time) while on paid FAMLI leave to get the employee to 100% of wages. Employees on FAMLI are not permitted to receive more than 100% of their average weekly wage.
- (n) **Disability Leave.**
- (1) **Short-Term Disability.** Short-Term Disability (STD) benefits are made available for full-time benefited staff and provide partial income protection for eligible employees who are temporarily unable to work due to non-work-related injury or illness for up to 12 weeks in a calendar year. For more information regarding this important benefit, including required documentation and waiting periods, please contact Human Resources.

- (2) **Continuation of Benefits.** Employees who are on approved disability leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On approved

unpaid leave, vacation and sick leave will not accrue, and holidays, jury duty and personal leave will not be granted. The County will not make any contribution during the leave without pay for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.

(3) **FAMLI Participation** For employees participating in FAMLI on an individual basis, STD will run concurrently with FAMLI. A FAMLI claim must be filed to access STD benefits. STD benefits may be offset by FAMLI benefits.

(4) **Failure to Return to Work.** An employee who fails to return to work at the end of authorized leave may be disciplined, which can include termination. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of insurance premiums during leave.

(o) **Military Leave.** Employees granted a military leave of absence shall be reinstated and paid in accordance with the laws covering veteran's re-employment rights.

If you are a member of the U.S. Armed Forces Reserve or the National Guard or performing other protected uniformed service, you are granted a leave of absence when called for active or inactive duty training. The first three weeks of duty equivalent to three weeks of work on your regular work schedule are without loss of wages seniority, status, efficiency rating, vacation, sick leave, and other benefits of the service member for those days.

Under Federal law, in addition to the three weeks of paid leave provided by Colorado law, if you are a member of the U.S. Armed Forces Reserve or the National Guard, or you are performing other protected uniformed service, you are granted an unpaid leave of absence when called for active or inactive duty training. This time is granted in addition to earned vacation time. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing.

If you are called to serve in a branch of the U.S. Armed Forces for an extended period, you may be reinstated, in accordance with the provisions of the law, upon returning to the County after separation from military service.

The County prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact the Human Resources Department.

(p) **Medical Leave (Not FMLA Eligible).**

Employees who have not worked 12 months or 1,250 hours are not eligible for FMLA. Those employees may be provided a medical leave of absence to be used in a block of time, in limited circumstances. Such a leave would include time off for an employee's illness, pregnancy, childbirth, or the physical recovery from childbirth, disability, or an employee's injury, whether on or off the job.

Unless Federal, State, or local law provides otherwise, for a medical leave to be granted, the following conditions must be met:

- The employee has completed 90 days of full-time employment with the County.
- The employee notifies the immediate supervisor as soon as possible of the need for medical leave.
- The employee submits to the supervisor a written statement from a medical provider outlining the reason for leave and the estimated time needed. (The County may require the employee to obtain an opinion from a medical provider selected by the County.)
- Approvals are obtained from the immediate supervisor and the Human Resources Department prior to the leave.
- All available sick leave, earned vacation, and comp time are used at the beginning of the leave of absence. Medical leave (non-FMLA) runs concurrently with the use of vacation, sick leave, short-term disability, and workers' compensation, whenever applicable. If not applicable or no time is available, all approved leave will be unpaid.

Medical leaves (non-FMLA), will generally be limited to no longer than six calendar weeks. An employee who is ready to return to work from leave should present a return to work authorization form indicating the ability to return to work. The County currently continues health insurance benefits for any employee on leave for a maximum of six weeks, as long as the employee continues to pay the employee's portion of the premium. If the employee is able but does not return to work after the expiration of the leave, the employee will be

required to reimburse the County for the employer's portion of the premiums paid during leave.

Vacation and sick leave will not accrue during a medical leave of absence and no contributions are made to the retirement plan. Holiday, bereavement leave, or jury duty will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be subject to discipline up to and including termination. If the employee's failure to return is due to pregnancy, childbirth, or the physical recovery from childbirth and/or a disability under the Americans with Disabilities Act or other similar laws, additional accommodations may be provided. Employees must supply sufficient information from their medical provider specifying the basis for the additional leave and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the County.

Part-time employees are not eligible for leave under these guidelines except as required for a disability.

(q) Domestic Abuse Leave.

- (1) Eligibility.** Employees who have been employed by the County for more than 12 months, and who are victims of the following events: Domestic violence or abuse, stalking, sexual assault, or any other related crime are eligible for three working days off in any 12-month period. The 12-month period is measured backward from the last date an employee uses domestic abuse leave. Such leave is without pay, except to the extent accrued paid leave is available as set forth in paragraph (3) below.
- (2) Use of Leave.** The employee may use the leave for the following reasons: Seeking a civil protection order to prevent domestic abuse; as a result of domestic abuse, stalking, sexual assault or any other crime involving domestic violence; obtaining medical care or mental health counseling for themselves or their children to address physical or psychological injuries arising from the act or crime; making their home secure from the perpetrator or seeking new housing to escape the perpetrator; seeking legal assistance to address the issues and attending and preparing for court-related proceedings arising from the act or crime.
- (3) Paid Leave Substitution.** Gunnison County will require employees to use accrued paid leave before leave without pay will begin.
- (4) Notice Requirements.** Employees must provide written verification of the need for leave. Verification can be in the form of a police report, a court order, or documentation from a medical professional, domestic violence advocate, health care provider or counselor stating that the employee is in some way a victim of domestic violence unless it is a case of imminent danger to the health or safety of the employee, an employee seeking such leave from work must provide his or her employer with appropriate advance notice.

(r) Community Role/Leave for Volunteer or Public Purpose.

- (1) Effect on Employee's Job and County Interests.** Professional, charitable and civic organizations provide an excellent avenue for developing relationships with others and taking an active interest in the community is a practice of good citizenship. Employees are encouraged to participate in such activities, but participation in community affairs must not conflict with the employee's job duties or responsibilities to the County.
- (2) Participating in Professional, Charitable and/or Civic Activities.** Normally, time spent participating in professional, charitable and/or civic organizations and activities should be outside of the employee's working hours and is not considered hours worked for pay purposes. However, if an employee is serving in a volunteer capacity for a circumstance that requires the local volunteer fire department or a Gunnison County Sheriff's Reserve officer be present, the employee's time away from their regular duties will be considered hours worked for pay purposes, if approved by the employee's supervisor prior to the absence. Also, time spent during your regularly scheduled work day for charitable, public or similar purposes in the capacity of County representative, at the County's request or under its direction or control is considered hours worked for pay purposes. Under these circumstances, reasonable hours worked and expenses incurred may be reimbursed by the County under the same rules and regulations governing regular work situations. All voluntary employee participation in community affairs involving time away from the job is subject to prior written supervisor approval.
- (3) Political Activity.** See Section 5-9 for more information.

(s) **Jury Duty.**

The County recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.

Employees receive regular pay for the first three days of jury duty if they were scheduled to work and they provide confirmation of juror service to payroll with the timesheet.

Beginning the fourth day and thereafter, employees, as jurors, are paid \$50.00 per day by the State of Colorado for state, district, or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of ten days (80 hours). Jury duty leave beyond this time is without pay from the County.

5. EMPLOYEE CONDUCT

5-1 Appearance and Attire. Gunnison County encourages a work environment where employees can dress appropriately and comfortably for work with good judgement. This includes being clean and neat, with attire that meets reasonable professional standards for the employee's position. Other appearance and safety attire requirements may be determined by the appropriate Assistant County Manager, elected official or department director. Certain employees shall follow uniform regulations pursuant to their position.

5-2 Electronic Communications and Public Records. Gunnison County has established policies with regard to access and disclosure of electronic communications created, sent or received by County employees using the County's electronic communications systems. This includes telephone, voicemail, email, internet, social media, or any other form of electronic communication, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval.

The electronic communications systems are purchased and maintained by the County and provided to employees to assist them in the conduct of County business. The electronic communications systems permit employees to communicate with each other internally and with outside individuals and agencies. The policies governing the use of the electronic communications systems are as follows:

(a) **County Property.** The electronic communications systems hardware and software are County property. Electronic communication systems include, but are not limited to, desktop computers, laptop computers, tablets, smart phones, facsimile machines, document scanning devices, and similar such equipment owned, operated or maintained by the County. Employees have no reasonable expectation of privacy in any communication sent or received through County electronic communications systems.

(b) **Records.** Record retention of public records applies to all records, including those that exist in electronic form. Pursuant to applicable open records laws, Gunnison County strives to assist the public in locating and reviewing any specific electronic records unless such records are specifically exempted from disclosure by law. Thus, all records, including those of elected officials, are potentially subject to public disclosure.

(c) **Use.** To ensure the appropriate use of electronic communications systems, all employees shall use the County's software, applications, and hardware for official, County-business related purposes only.

(1) **Software and Applications.** The County will allow only County-authorized software or applications to be stored or executed on its computers. Recognition is given to the unique needs of particular departments and programs; however, the software must be approved for compatibility by the IT Department prior to installation. Software installed with the intention of protecting devices and peripherals, such as anti-virus software, shall not be removed or disabled unless authorized by the IT Department. All software license agreements and copyright laws shall be adhered to and copies of license agreements shall be provided to the IT Department.

(2) **Email, Social Media and Internet Use.** Email, social media and internet access must be used in a manner that maintains public trust and confidence in the County. Email and internet access are provided for the County's official public business. Examples of appropriate use of email, social media and the internet are as follows:

- a. Facilitating Communications. Facilitating communications and transfers of documents between employees, citizens and others concerned with County business.
- b. Accessing Data. Accessing databases and files to obtain work-related reference material or to conduct work related research.
- c. Expediting Administrative Duties. Expediting administrative duties in direct support of

work-related functions.

- d. **Professional Development.** Communicating with individuals or professional organizations regarding professional and career development.

(d) **Use Violations.** No person shall use County communications systems to:

- Violate any Municipal, County, State or Federal law or regulation.
- Promote any commercial venture, political campaign, or personal purpose.
- Raise funds or engage in public-relations activities that are not directly related to County business.
- Intentionally disrupt network or system use by others, either by introducing worms or viruses or by other means.
- Engage in any activities that could cause congestion and disruption of networks and systems, such as sending or forwarding spam, joining news subscription services, streaming audio or video, and sending or receiving graphic or animation files not directly related to County business.
- Download, send, or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without authorization and prior consent.
- Transmit, store, or receive with foreknowledge any pornographic, racist, sexist or harassing material.

(e) **Privacy and Security.** Employees should have no expectation of privacy regarding the use of electronic media through electronic communications systems hardware and software owned by the County. Any information or data contained in any electronic system owned by the County is available to the County at all times and may be subject to audit, intercept, access and disclosure for reasonable purposes, including discipline by the County. In addition, the County reserves the right to monitor, including monitoring in real time, any use of electronic media through electronic communications systems hardware and software owned by the County.

(1) **Public Record.** Correspondence of an employee in the form of email and/or social media may be a public record under applicable public records laws and County policies.

(2) **Access.** The County reserves the right to implement the use of electronic tools that monitor and/or restrict the transmission of email and the use of the internet. Further, the use of passwords for security does not guarantee confidentiality. No unauthorized password protection or encryption mechanism may be used without prior approval of the employee's supervisor or the IT Department. Notwithstanding the County's right to retrieve and read any electronic communication messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees may not retrieve or read any electronic communication messages that are not sent or copied to them unless authorized to do so. Employees shall not use a code or password, access a file or system, or retrieve any stored information of other users, unless the employee is authorized by their supervisor, the County Manager, or the County Attorney to do so.

(f) **Disciplinary Action.** Violation of these policies may result in discipline, up to and including termination.

(g) **Data Disposal Policy.** During the course of your employment, the County will collect certain information that is classified as "personal identifying information," under applicable laws. Such information may include, but is not limited to:

- Your first and last name or initials
- Username(s) and password(s)
- Social Security number
- Driver's license or other identification card number
- Medical documentation
- Biometric data

The County may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the County will either (a) destroy the records or (b) arrange for their destruction, e.g., by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

5-3 Smoking Prohibition – County Facilities and Vehicles In keeping with our County's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is prohibited on County grounds and in County vehicles. This prohibition includes the use of electronic smoking devices (for example, e-cigarettes, e-cigars, e-hookahs, vape pens, etc.). This restriction applies to all officials, employees, and visitors.

(1) **Cessation Assistance.** Gunnison County is committed to supporting employee efforts to quit smoking. Cessation resources and support are available to employees through the County website, the Human Resources office, and the Health and Human Services Department. Employees can also call the Colorado Quitline at 1-800-QUIT-NOW (1-800-784-8669).

5-4 Drug and Alcohol Policy. Gunnison County has adopted a drug-free workplace policy with the goal to foster a work environment free from the effects of illegally used or possessed drugs and/or alcoholic beverages. Abuse of drugs and/or alcohol impairs employee judgment resulting in increased safety risks, employee injuries and faulty decision-making.

Gunnison County supports treatment efforts related to drug and/or alcohol abuse. Among other treatment options personally sought by any employee desiring assistance or information, employees may receive consultation, advice and referrals via the Employee Assistance Program (EAP).

Important: Some Gunnison County departments may have additional procedures in order to comply with State or Federal rules/regulations/laws. For example, positions requiring the operation of a commercial motor vehicle or aircraft are subject to the most current drug/alcohol regulations and procedures established by the Department of Transportation. Those laws, regulations and procedures will prevail in any conflict with the policies outlined below.

- (a) **County Premises.** Except as expressly permitted in this Section 5-4, employees shall not manufacture, distribute, dispense, possess, use, sell, gift or transfer alcohol or controlled substances on any County premises or worksite at any time, or work after the use or apparent use of alcoholic beverages and/or controlled substances, except that an employee may possess or use non-prescription medications if they do so to address a medical need that requires treatment during working hours or on County property and in accordance with the manufacturer's or dispensing pharmacy's directions for use of such medication(s). Exception: Possession and consumption of alcohol are permitted on County premises during County-hosted events with prior approval by the County Manager, as outlined in Gunnison County Policy 5.2.5.
- (b) **Pre-Employment Testing.** Employees who are required to perform duties that involve the use of certain equipment or the following of procedures which may have the ability to negatively impact other persons' safety are subject to pre-employment and periodic drug and alcohol testing.
- (c) **Prescribed Drugs.** Excluded from the policy are prescribed drugs when used in the manner, combination and quantity either as directed by a prescribing health care provider or dispensing pharmacy, unless job performance could be affected such that the employee is unable to perform their job duties or poses an undue risk to fellow employees or the public. Employees who must use a non-prescription or prescription drug that may affect their ability to perform work in a safe and/or effective manner must notify their supervisor prior to starting work. The supervisor need not be told what the drug is or what it is being taken for, only how it may affect the employee's work performance. Employees must present a completed Medical Exception Form, available via the County website or Human Resources, to their supervisor when notification is made.
- (d) **Marijuana.** Marijuana, whether for recreational or medical purposes, is considered a prohibited controlled substance under these policies.
- (e) **Operation of Vehicles and Equipment.** At no time will an employee operate a County vehicle, a private vehicle used for County business, or County equipment if the employee is or is reasonably suspected of being impaired by drugs and/or alcohol, as determined by the employee's supervisor, appropriate Assistant County Manager, elected official, department director, or the County Manager.
- (f) **Drugs/Alcohol Influence and Violations.** All employees are expected to report to work in a fit mental and physical condition to perform their assigned duties. An employee shall not report for work or remain on duty while consuming, possessing or being under the influence of drugs and/or alcohol, except as expressly permitted by this Section 5-4.

If an employee appears to be affected by or under the apparent influence of drugs and/or alcohol while in the workplace, the employee may be required to submit to drug and/or alcohol testing. Refusal to submit to requested drug or alcohol testing will be cause for disciplinary action up to and including termination. Employees should also not consume any drugs/alcohol after being required to test and before testing is complete. Please contact the Human Resources Department for assistance with reasonable suspicion and testing procedures, and/or see Section 6.

Any employee who is accused and/or convicted of a criminal offense involving drugs and/or alcohol that prevents the employee from performing the essential functions of the job, occurs in the workplace, in a County vehicle, or during the performance of the employee's job duties, shall notify the appropriate Assistant County Manager, elected official, department director or the County Manager within one business day of being formally accused of an offense by a law enforcement authority, or such conviction or plea. If an employee is found in violation of this policy, if required testing confirms drug/alcohol use, or if an employee is convicted or pleads guilty or no contest to drug/alcohol related violations while in the workplace, they will be subject to disciplinary action up to and including termination.

If an employee has a reasonable basis to suspect that another employee is in violation of this policy, the employee shall report their suspicions to their supervisor. If the supervisor is not available, the employee shall report the concern to Human Resources. All such reports shall be held in confidence to the extent permitted by law. The supervisor or Human Resources shall take immediate steps to ensure compliance with this policy. Any employee who makes a false report to a supervisor under this paragraph may be subject to discipline, up to and including termination.

5-5 Use of County Property.

- (a) **Employee Responsibilities.** It is the duty of every County employee to protect and conserve County property. All employees shall use County-owned property and equipment for County-approved purposes only and within the bounds of all applicable laws. Gunnison County reserves the right from time to time to reasonably search and/or monitor any property owned by the County, with or without notice.

5-6 Outside Employment.

- (a) **Incompatibility.** No County employee shall engage in any outside employment or other activity that is a conflict of interest (see Section 5-7) with the proper discharge of the employee's County office or position. Employment outside the County may be reviewed by the appropriate Assistant County Manager, elected official, or department director and the employee may have to terminate their outside employment activities to maintain their employment with the County.
- (b) **Multiple County Positions.** No County employee shall hold more than one position concurrently within the Gunnison County personnel structure without prior approval of the appropriate Assistant County Manager, elected official or department director, Human Resources, the Finance Director and the County Manager.

5-7 Conflict of Interest.

- (a) **No Conflicts of Interest.** The County shall strive to promote public confidence in government by assuring the people of Gunnison County of the impartiality and integrity of County employees. As such, all employees will strive to ensure that their actions do not present a conflict of interest. The failure to avoid or to address conflicts of interests may be grounds for discipline, up to and including termination.
- (b) **Business Interests.** It shall be a conflict of interest for a County employee or a member of the employee's family to have a personal financial interest in any business transaction with or involving the County, unless such transaction is unrelated to the employee's position and job responsibilities and does not involve the department or office in which the employee works. In the event of such a conflict, the employee shall immediately disclose the financial interest to the appropriate Assistant County Manager, elected official, department director or to the County Manager and refrain from engaging in any conduct that could influence or be perceived to influence any County decisions regarding the transaction in which the employee or a member of the employee's family has a financial interest.
- (c) **Compensation and Gifts.** Pursuant to Colorado Constitution Article XXIX, no employee shall accept from any individual or vendor working with or appearing before the County:
 - (1) Money, forbearance, or forgiveness of indebtedness. For this ban, acceptance or receipt of any amount is a violation.
 - (2) Any item of value, including but not limited to gifts, loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment, or special discounts

For this ban, solicitation, acceptance, or receipt of a thing of value having a fair market value or aggregate actual cost greater than \$75.00 currently (and adjusted for inflation) is a violation.

5-8 Handling Confidential Information. No County employee shall disclose confidential information entrusted to or acquired by the employee by virtue of their employment with the County. For purposes of this Handbook, "confidential information" is defined as all nonpublic information concerning or arising from Gunnison County's business and operation, including but not limited to, health information, financial assistance information, child, family and senior welfare information, personnel/employee information, and computer data and computer access code information. It may be in oral, written or electronically transmitted form.

5-9 Political Activity. County employees may not engage in political activity (including campaigning, fundraising and other partisan political activities) during on-duty hours involving the use of any County property (i.e., telephones, equipment, supplies, etc.), or that impairs their ability to carry out their duties as County employees. If time spent participating in a political activity requires time off work from the County, an employee must use paid vacation, earned compensatory time and/or leave without pay that has been pre-approved by the appropriate Assistant County Manager, elected official or department director. An employee cannot engage in partisan campaign or political activity while wearing

their County uniform or badge, or while possessing any other sign, insignia, or item that would suggest that the employee was engaging in political activity in their capacity as a representative of the County. Employees must obtain the prior approval of the County Manager before seeking or accepting appointment to public office that would require extended time off work from the County.

Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office. In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the County can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, organization, or candidate.

No employee will be forced to pay any contributions to any political organization whatsoever. Employees will not be required to work for or participate in support of any political candidate during their off-duty hours.

All employees are responsible for complying with this policy and the provisions outlined in CRS 1-13-714.

5-10 Vehicles, Out-of-State Travel, and Personal Tool Usage. Any employee on County business must comply with the following rules:

- (a) **Seatbelts.** All operators and passengers of Gunnison County motorized equipment and vehicles, and all operators of personal vehicles used for Gunnison County business are required to use safety belts as equipped for that particular vehicle in accordance with State or Federal law.
- (b) **Valid Driver's License.** Drivers must have, on their person, a valid driver's license when operating a County vehicle and comply with any restrictions and/or conditions associated with the valid license. If a valid driver's license is an essential function of the job and an employee receives restrictions or loses the license it must be reported in writing to their supervisor timely, and prior to operating County equipment and may result in discipline up to and including termination.
- (c) **Observance of Traffic Laws.** Drivers and passengers must obey all traffic laws and operate vehicles in a defensive and reasonable manner.
- (d) **Loss of License or Insurance Coverage.** If a valid driver's license is an essential function of the job and an employee loses their driver's license or no longer has insurance coverage as required by law, it must be reported in writing to their supervisor immediately.
- (e) **Out-of-State Travel.** All out-of-state travel at the County's expense must be approved by the County Manager in advance of the planned travel (see Section 5-10(e)).
- (f) **Use of Motor Pool and Personal Vehicles.** Except as set forth in this Section 5-10, as well as in the Motor Pool and Personal Vehicle Policy (Policy #4.3.3) and the Travel Policy (Policy #4.3.6), employees are required to utilize motor pool vehicles for work-related travel. If an employee is operating a personal or private vehicle in the course of County business, that vehicle is required to be compliant with all state motor vehicle regulations and to have all insurance coverage required by law.
 - (1) **Valid License.** Proof of a valid driver's license may be required at the date of employment, prior to any travel, at the time of renewal, or if specifically requested at any time by Public Works or Human Resources.
 - (2) **Proof of Insurance.** Any employee who uses a personal vehicle in the conduct of County business will be required to provide to the Public Works Department proof of insurance at each renewal period in order for any travel to be eligible for mileage reimbursement.
 - (3) **Employee Responsibility.** The County is not responsible for any damages or expenses associated with a personally owned vehicle used in the conduct of County business involved in an accident. If an accident does occur, the County will file any employee medical expense claims with the County Workers' Compensation carrier, but the employee should also file a claim with the insurance carrier that covers the vehicle for any vehicle damage and/or expenses for others involved. Employees should inform their insurance agent of the use of their personal vehicle for County business.
 - (4) **Training.** County employees who operate motor pool and/or personal vehicles for County business must attend and complete all driver safety courses currently required by the Public Works Department, and they must have a valid training certificate issued no more than 48 months prior to travel. Additional training may be required for drivers involved in automobile accidents while

conducting County business.

- (g) **Expense Reimbursement.** The County will reimburse personal vehicle expenses as set forth in Section 5-11.
- (h) **County Equipment.** Some Gunnison County vehicles are assigned to employees who are authorized to keep the vehicles parked at their residences overnight. In compliance with IRS guidelines, if an employee uses a motor pool vehicle to commute to or from work, such use shall be treated and calculated as taxable income.
- (i) **Personal Tools.** Any person's tools, defined as those items necessary in the performance of the duties of any County employee and which are supplied by the employee and remain that employee's personal property, shall be covered by the County's insurance carrier against fire, theft, water damage, loss in vehicular accident, building collapse, or other reasonable damage while used and/or stored in or on County property, including County vehicles. The County shall pay any deductible portion of the insurance coverage, so long as the employee has met all other requirements of this Section 5-10.

The employee is required to exercise normal security in the use and storage of those items. The items must be stored in a locked box or locked storage area, and not left unsecured when not in use or when the shop or storage area, office, etc., is closed for business. When stored on or in a County vehicle, such items shall be kept in a locked container (such as a toolbox, briefcase, etc.) and kept out of sight as much as reasonably possible.

The employee must maintain a detailed written inventory of such items, including replacement values, and provide this inventory to their direct supervisor.

It is a prerequisite to any benefit under this policy for the employee to report to the Finance Department and County Sheriff any damage, theft or loss of a covered item within three working days of discovery of such damage, theft or loss. It shall remain the employee's right to limit the usage of personal items to any other employees of their choice. If an employee loans an item to another employee who loses or otherwise caused the item to be lost, the responsibility for replacement shall not be borne by the County except as otherwise provided in this Section 5-10.

5-11 Travel. The Travel Policy (Policy #4.3.6) outlines Gunnison County's policy related to official business travel. Gunnison County's policy is to utilize County-issued purchasing cards for meal, travel and lodging expenses incurred in the performance of official business. If a department has special circumstances not addressed in this policy, the appropriate Assistant County Manager, elected official or department director should submit a request for consideration of such circumstances in writing to the County Manager for approval. Failure to obtain any necessary approvals or inability to document expenditures by acceptable receipts may preclude reimbursement of the employee by the County.

5-12 Performance Evaluations. The County endeavors to conduct employee reviews. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback. When evaluating employees, supervisors should develop goals for their subordinate employees based on their job descriptions and the department's Strategic Business Plan measures.

5-13 Safety. All Gunnison County employees are required to make safety a primary part of every work effort. Each person is equally responsible for following this policy and for carrying out their work in a safe and proper manner that will protect themselves and their coworkers. All employees should care for and conserve County resources including equipment, vehicles, building and supplies so that they remain in safe working condition. Further, each employee should inform their supervisor of any job condition or procedure which may be unsafe and a hazard to life, health and/or property.

5-14 Attendance and Punctuality. All employees are expected to be on time and punctual for showing up to work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the County. Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Failure to call in when absent may result in discipline up to and including termination.

5-15 Honesty and Integrity in Communication. The responsibility for ethical behavior rests with the individuals who work for the County. Our County's reputation is built upon the acts of each employee. As a result, we expect our employees to be:

1. Accurate in their communications, never misrepresenting the facts or shading the truth to customers.
2. Honest in promising what can be delivered and dependable in following through on work commitments.
3. Cooperative when sharing business information with those who need to know it and diligent in ensuring that the communication takes place.
4. All County employees shall use appropriate volume, tone, and emotional control during verbal communication.
 - a. Employees shall refrain from using profane language, offensive gestures, racial slurs, sexist comments, harassing comments or threatening actions. These are inappropriate in the workplace, detrimental to

good order and will not be tolerated.

5. Written communication should always be reviewed for proper spelling, grammar, and syntax. This is a basic requirement for all written communication including email.
6. Care must be taken in the tone of an email. Employees should not write something in an email that is unprofessional or non-work related. Pause and reread the email before sending to ensure it is not offensive or confrontational.
 - a. Email is not a good medium for conflict resolution and should not be used as such.

5-16 Principles of Ethical Conduct. To ensure that every citizen can have complete confidence in the integrity of Gunnison County, each County employee shall respect and adhere to these fundamental principles of ethical service:

1. Public service is a public trust, requiring employees to place loyalty to the Colorado Constitution, the laws, and ethical principles above private gain.
2. Employees shall not hold financial interests that conflict with the conscientious performance of duty.
3. Employees shall not engage in financial transactions using nonpublic County information or allow the improper use of such information to further any private interest.
4. An employee shall not, except pursuant to such reasonable exceptions as are provided by regulation (see Section 5-7(c) for more information), solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
5. Employees shall put forth honest effort in the performance of their duties.
6. Employees shall make no unauthorized commitments or promises of any kind purporting to bind the County.
7. Employees shall not use public office for private gain.
8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
9. Employees shall protect and conserve County property and shall not use it for other than authorized activities.
10. Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official County duties and responsibilities.
11. Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
12. Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those such as Federal, State, or local taxes that are imposed by law.
13. Employees shall adhere to all laws and regulations that provide equal opportunity for all US citizens regardless of race, color, religion, sex, national origin, age, or handicap.
14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this order.

6. DISCIPLINARY ACTION

When management finds an employee's performance to be unsatisfactory or an employee's conduct to be unacceptable, disciplinary action may be taken. Discipline may range from informal discussion with the employee to immediate discharge, depending on the County's opinion of the seriousness of the situation. Any action taken by management in an individual case should not be assumed to establish a precedent with regard to other employees or the same employee in other circumstances.

6-1 Reasons for Disciplinary Action. This list is meant for illustrative purposes and is not all inclusive. The County may take disciplinary or corrective action for any behavior or performance that does not meet County standards and expectations. This list is not intended to and does not create a property interest in employment.

- Violation of a policy within this handbook;
- Violation of a hiring-department rule, regulation or policy;
- Neglect of duty, (wasting time on the job, loafing, abuse of break privileges, etc.);
- Interference with department operations (interrupting the work of others, etc.);
- Failure to perform assigned duties in an efficient and effective manner;
- Failure to obtain and maintain any required licensing/certification;
- Insubordination (refusal to follow directions, abusive behavior, etc.);
- Discourtesy to the public or co-workers; including gossip;
- Illegal activity on the job or illegal activity that casts reasonable doubt on the employee's ability to perform the job effectively;
- Failure to comply with job privacy and confidentiality standards;
- Abuse of sick leave or other benefits granted by the County;
- Working unauthorized overtime;
- Falsification of County records including, but not limited to, employment applications, work records, timesheets, etc.;
- Repeated tardiness or absenteeism that exceeds the standard set for other employees under similar conditions;

- Damage to, misappropriation of, unnecessarily risk of, or failure to properly maintain or protect County property, equipment, tools, or materials;
- Stealing or negligent use of County money or property;
- Deliberate or careless conduct endangering the safety or wellbeing of self, coworkers or the public;
- Fighting or attempting to fight during working hours;
- Being under the influence of alcohol or drugs while on duty (see Section 5-4);
- Violation of County conflict of interest rules (see Section 5-7);
- Misrepresentation of one's authority to the public;
- Abusing one's authority to secure personal gain, benefits or favors;
- Behavior inappropriate to one's position;
- Covert acts intended to undermine established authority;
- Harassment of coworkers or members of the public;
- Dishonesty; and
- Absence from duty without authorization.

6-2 Examples of Disciplinary Action. The County does not adhere to a progressive disciplinary policy. Any form of discipline that in management's opinion is appropriate may be imposed singularly, successively or cumulatively at the discretion of the Assistant County Manager, elected official or department director. The County may use any corrective action that the County deems appropriate.

- (a) **Oral Reprimand, Warning, Counseling.** Any Assistant County Manager, elected official, department director, or designated representative may orally reprimand, give warning to and/or counsel a subordinate employee.
- (b) **Written Warning.** An appropriate Assistant County Manager, elected official, department director or designated representative may warn a subordinate employee in writing. A written warning should include the specific behavior(s) being addressed, the desired outcome, any timelines assigned for evaluation of performance improvement, and the potential consequences of the employee's failure to meet the stated performance improvement measures. The written warning will become part of the employee's permanent personnel file housed in Human Resources.
- (c) **Suspension.** Suspension for up to a maximum of 10 days is a disciplinary action for misconduct or other acts or behavior that can include, but are not limited to, the examples set forth in Section 6-1. During a suspension, an employee is not paid wages and does not accrue vacation, sick leave, holiday or other fringe benefits. An employee placed on suspension status will not lose previously accumulated vacation, compensatory time, holiday or sick leave balances, and may continue coverage on the group insurance program in which they were participating prior to suspension as long as the employee's share of the premiums is paid. Length of service credit will also continue through the period of suspension.

The appropriate Assistant County Manager, elected official, department director or designated representative may orally suspend an employee, thereby ordering them to leave the job site. At the appropriate time, the Assistant County Manager, elected official, department director or designated representative shall provide a written notice of a suspension to the suspended employee, stating the grounds on which the suspension is based. The employee who is placed on suspension shall not come to the work site, call the worksite, or use County property (including but not limited to County electronic mail) unless otherwise instructed by the Assistant County Manager, elected official, department director or designated representative. The employee may contact Human Resources regarding their employment.

- (d) **Performance Improvement Plan.** As a result of unacceptable conduct or unsatisfactory performance, an employee may be placed on a performance improvement plan and given the opportunity to improve or correct performance or conduct, except in circumstances where, in the opinion of the Assistant County Manager, elected official, department director or the County Manager, the type of misconduct involved requires immediate disciplinary action. Behavior that may require immediate disciplinary action includes, but is not limited to, conduct that threatens the public health, safety or welfare of a coworker or citizen; racial, religious or sexual harassment; or conduct which may materially harm the financial or policy interests of the County.

- (1) **Initial Notice.** Any appropriate Assistant County Manager, elected official, department director or designated representative may place an employee on a performance improvement plan, which the Assistant County Manager, elected official, department director or designee initiates. A copy should be provided to the employee and Human Resources.

The Performance Improvement Plan shall contain:

- The specific employee deficiencies;
- Substantiation of the deficiencies;
- Corrective action to be taken;
- Trainings that might be helpful;
- The deadline for correction of deficiencies; and

- The possible consequences of not making the corrections.
- (2) **Employee Responsibilities.** Once the review period begins, the employee must show immediate and continued improvement in order to avoid further disciplinary action.
 - (3) **Record of Performance Improvement Plan.** The initial notice of placement on Review Status, the Performance Improvement Plan, and all written progress reviews will be made a part of the employee's permanent personnel file housed in Human Resources.
 - (4) **Determination.** The placement of an employee on Review Status does not prevent Gunnison County from terminating the employee or taking any other appropriate disciplinary action at any time.

(e) Administrative Leave.

- (1) **Description.** Administrative leave is a term for temporary removal from a job assignment. The most common use of administrative leave occurs when an employee is the subject of allegations of misconduct while on the job. In such instances, administrative leave is used to remove the employee from the situation while investigating the allegations. The County may also place an employee on administrative leave pending the resolution of a criminal case, even when the case is not directly related to the job, or for other reasons at the discretion of the County. While on administrative leave with pay, an employee will receive the same wage as if they were actively at work during regular work hours. On administrative leave without pay, an employee may request that they be paid compensation by deducting leave time from their compensated absence balances (i.e. vacation, personal and/or compensatory time).
 - (2) **Responsibilities of Employee.** The employee who is placed on administrative leave shall not come to the worksite, call the worksite or use County property, including but not limited to email, unless otherwise instructed by the appropriate Assistant County Manager, elected official, department director or designated representative(s). The employee will not use County property, engage in any County business, or engage in any work-related activities unless authorized by the County. The employee will remain available for questioning by County-appointed investigators.
 - (3) **Continuation of Benefits.** Employees who are on administrative leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On unpaid administrative leave, vacation and sick leave will not accrue, and holidays, and jury duty will not be granted. The County will not make any contribution during the leave without pay period for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.
- (f) **Unauthorized Leave.** A non-exempt employee who is absent from duty without approval shall receive no wages for the duration of the absence. An employee who is absent from duty without approval will be subject to disciplinary action up to and including termination.
- (g) **Demotion.** If any disciplinary action includes demotion, the County Manager will review the decision and make the final determination at the manager's sole discretion.
- (h) **Termination.** See Section 7 for all related definitions, rights, responsibilities and procedures associated with employment termination.

EXCEPTION: For disciplinary and due process procedures, Deputies of the Sheriff's Office shall comply with the disciplinary and due process procedure of the Sheriff's Policy and Procedure Manual, as adopted and amended from time to time by the Sheriff.

7. SEPARATION OF EMPLOYMENT

7-1 Voluntary and Involuntary
(a) Types.

- (1) **Resignation.** If an employee desires to end their employment relationship with the County, the County requests that the employee provides written notice including the reason(s) for leaving and then give the document to their supervisor. The County asks that the resigning employee provide at least two weeks of notice of the intended termination. Paid holidays cannot be used as an employee's final day(s) of employment. Such notice allows sufficient time to collect County property, process monies to which the employee may be entitled, convert insurance, and correctly

calculate a final paycheck.

- (2) **Retirement.** Employees may elect to retire in accordance with the provisions of the Retirement Plan. Payment of Retirement Plan benefits shall be governed by the Retirement Plan bylaws (see Section 4-3(c) for more information).
- (3) **Death.** Upon the death of a current employee and receipt of proof by affidavit of a claimant's relationship to the deceased employee, Gunnison County will pay wages and compensation due the deceased employee to the deceased employee's spouse if no personal representative of the employee's estate has been appointed. If there is no surviving spouse, Gunnison County may pay the deceased employee's next legal heir when requested by the heir. If a personal representative has been appointed to the deceased employee's estate and requests payment, Gunnison County will pay the representative. The request of the personal representative takes priority over payment to the surviving spouse or legal heir. Gunnison County will not make payment to a surviving spouse or legal heir if Gunnison County knows that a personal representative has been appointed.
- (4) **Permanent Disability.** Upon separation from employment by permanent disability, as determined by the Social Security Administration.
- (5) **Layoff Due to Reduction in Workforce or Elimination of a Position.** An employee may be subject to a non-disciplinary, involuntary termination through a reduction in workforce, reduction in service levels, or elimination of a position. Such terminations may be due to factors such as shortage of funds or lack of work. In such cases, affected employees shall be given as much notice as is practical. The order of reduction in workforce will primarily be determined by performance.

Any individual whose employment is terminated as a result of a reduction in workforce may apply for a position opening available within any hiring department of the County. The employee shall not be automatically entitled to any preference in hiring. If hired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment, up to 10 years, will be included for the purpose of earning longevity-based County benefits unless otherwise denied by a benefit plan document.

a. Procedure.

- **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay or the average hourly rate received by such employee during the last three years of employment, whichever is higher.

- (6) **Termination of Employment.** With the exception of certain employees of the Sheriff, County-initiated terminations may be for any reason (see Section 6), and no termination is final until approved by the County Manager. In some cases, and for the benefit of Gunnison County, other discipline may be used, prior to or instead of termination, to correct a performance problem. Prior to termination, the possibility of transfer or demotion may be explored by the County, but it is not required. However, at the discretion of the County a single incident of misconduct may result in termination.

a. Procedure.

- **Intent to Terminate.** The employee's Assistant County Manager, elected official, or department director will complete the Intent to terminate form (available in Human Resources) and then provide copies of the completed form to the employee, the County Manager, and Human Resources.
- **Review by County Manager.** The employee may present their perspective to the County Manager, without a right to question their supervisor or other employee(s) during that presentation, who will review all information provided by the employee, the supervisor and/or any other employees involved before making a final termination decision. The decision of the County Manager is final, and there is no appeal process involving any level of the County, including the Board of County Commissioners.
- **Sick Leave.** Upon termination, an employee will not receive any payment for accumulated sick leave. Terminated employees are not permitted to donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank

- (b) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time as set forth in this Section 7-1.
- (c) **Vacation.** All eligible employees shall be paid for all accumulated vacation at the time of separation from the County at their then current rate of pay. *Exception listed above in 7-1 (a) 5.
- (d) **Sick Leave.** All benefit eligible employees shall be paid their accumulated sick leave balance based on the following formulas *Exception listed above in 7-1 (a) 6:
 - a. **Zero through the End of 15 Years of Employment.** Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
 - b. **16 Plus Years of Continuous Service.** Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
 - c. **Donations to the Sick Leave Bank.** Upon separation, an employee may voluntarily donate

any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

- (e) **Compensatory Time.** Payment will be made for all non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of resignation, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.
- (f) **Holiday.** Employees in the Sheriff's Department may have accrued holiday leave. Payment will be made for all accumulated holiday leave at the time of resignation, termination, or end of employment.
- (g) **Retirement.** Retirement benefits are managed by the Colorado Retirement Association (CRA) and employees should contact CRA for related information. Any surviving beneficiaries should contact Human Resources for more information.
- (h) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

7-2 Exit Checklist. All employees or their surviving family members shall complete check-out paperwork in Human Resources.

7-3 Return of County Property. An employee leaving County service, for any reason, is responsible for immediate return of all County property obtained or provided during the course of employment. The County may deduct from a non-exempt employee's check or final paycheck the amount of money or the value of property that was failed to properly be returned, when requested, whether that was damaged or lost by the employee. Within 10 days of the termination date, a notice may be mailed requesting the County property be returned within 14 days. If the property is received by the County within the given window, the County will provide a refund, if applicable. The County may also take all action deemed appropriate to recover or protect its property.

DRAFT

ACKNOWLEDGEMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED MARCH 4, 2025. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH GUNNISON COUNTY IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF GUNNISON COUNTY, OTHER THAN THE BOARD OF COUNTY COMMISSIONERS (FOR THE COUNTY MANAGER AND THE COUNTY ATTORNEY) AND THE COUNTY MANAGER (FOR DEPARTMENT DIRECTORS AND OTHER CONTRACTED EMPLOYEES), HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD; SUCH AN AGREEMENT MUST BE IN WRITING. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.
- THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE ORGANIZATION THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- I RECOGNIZE THAT THE EXECUTION OF THIS ACKNOWLEDGEMENT IS NOT A BINDING AGREEMENT OF EMPLOYMENT.

Printed Employee Name

Employee Signature

Date



Employee Handbook

Gunnison County, Colorado

Effective October 5, 2021



Photo courtesy of Linda Nienhueser

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PURPOSE and INTENT of the GUNNISON COUNTY EMPLOYEE HANDBOOK

A. GENERAL

THE GUNNISON COUNTY EMPLOYEE HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH EMPLOYMENT BY GUNNISON COUNTY. THESE POLICIES ARE NOT ALL INCLUSIVE, BUT RATHER ARE INTENDED AS A SUMMARY. THIS OCTOBER 5, 2021 EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS OF THE GUNNISON COUNTY EMPLOYEE HANDBOOK AND THE GUNNISON COUNTY PERSONNEL POLICIES.

B. EMPLOYMENT AT-WILL

EMPLOYMENT BY GUNNISON COUNTY IS AT-WILL. EMPLOYMENT OF AN EMPLOYEE WITHOUT A WRITTEN CONTRACT FOR A SPECIFIED DURATION MAY BE TERMINATED BY EITHER GUNNISON COUNTY OR THE EMPLOYEE WITHOUT CAUSE AND WITHOUT NOTICE.

C. THE EMPLOYEE HANDBOOK DOES NOT CREATE A CONTRACT

THE GUIDELINES IN THIS EMPLOYEE HANDBOOK, AND ANY WRITTEN OR ORAL STATEMENT BY SUPERVISORY PERSONNEL, DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

D. AUTHORITY TO ENTER INTO CONTRACTS OF EMPLOYMENT

NO REPRESENTATIVE OF GUNNISON COUNTY, OTHER THAN THE BOARD OF COUNTY COMMISSIONERS (FOR THE COUNTY MANAGER AND THE COUNTY ATTORNEY) AND THE COUNTY MANAGER (FOR DEPARTMENT DIRECTORS AND OTHER CONTRACTED EMPLOYEES), HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD; SUCH AN AGREEMENT MUST BE IN WRITING.

E. INTERPRETATION AND MODIFICATION

THE PERSONNEL POLICIES WITHIN THIS HANDBOOK ARE NOT INTENDED TO ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. EXCEPT FOR THE "AT-WILL" NATURE OF THE EMPLOYMENT, GUNNISON COUNTY RESERVES THE RIGHT TO INTERPRET AND MODIFY THESE PERSONNEL POLICIES WITHOUT PRIOR NOTICE WHEN DEEMED NECESSARY BY THE COUNTY IN THE COUNTY'S SOLE DISCRETION IN ORDER 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.

F. BUDGET

NOTHING CONTAINED IN THIS EMPLOYEE HANDBOOK SHALL BE CONSTRUED TO AUTHORIZE DEPARTMENTS TO EXCEED THEIR APPROPRIATED BUDGETS.

1. GENERAL WORKPLACE CONDITIONS

1-1 Equal Employment Opportunity (EEO). Gunnison County is dedicated to the principles of equal employment opportunity. Gunnison County does not discriminate against applicants or employees or permit harassment or inappropriate conduct on the basis of age 40 and over, race, sex, pregnancy, color, religion, national origin, disability, genetic information, sexual orientation (including transgender status), military status, or any other status protected by federal, state or local law.

1-2 Unlawful Harassment. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, sexual orientation (including transgender status), or any other applicable status protected by state or local law will not be tolerated. This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

1-3 Sexual EEO Harassment. Gunnison County prohibits sexual harassment and inappropriate sexual conduct. Sexual harassment and inappropriate sexual conduct can include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct, whether or not it actually forms the basis of a claim of sexual harassment, is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, email, text messages, social media or other forms of electronic communications;
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates;
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

This policy applies to all employees, as well as non-employees such as volunteers, customers, clients, vendors, consultants, etc., when on County property and present for County business, except that the County expressly disclaims any liability for the behavior of such persons who are beyond the County's control.

IMPORTANT: Any complaint of perceived sexual harassment should be immediately reported to either the appropriate department head or the Human Resources Director. If you prefer not to go to either of those individuals with your complaint, you should report the incident through the Ethical Advocate for Gunnison County at 855-443-0787, or online at <https://gunnisoncounty.ethicaladvocate.com/>.

1-4 Workplace Violence. Gunnison County strives to maintain a work environment that is free from violent behavior. The County will not tolerate violent behavior or the threat of violent behavior involving an employee or a member of the public at any County place of business or against any County property. Such behavior will result in disciplinary action and potential criminal charges.

Violent behavior is defined as the infliction or threat of any bodily injury, harmful psychological contact or the destruction or abuse of property. This includes but is not limited to intimidating, threatening or hostile behaviors; jokes or offensive comments which are veiled, conditional, direct, written or verbal; physical abuse; vandalism; arson; sabotage; and/or the use or carrying of weapons of any kind without authorization.

An employee who feels that they have been subjected to any behavior prohibited by this policy, or have observed or have knowledge of a violation of this policy, should immediately report it to Human Resources or any member of management. If an employee feels that an imminent threat exists, they should follow the established procedures. All complaints will be taken seriously and investigated, and appropriate action will be taken.

1-5 Workplace Accommodations for Nursing Mothers. Gunnison County will make reasonable efforts to accommodate the following:

- Reasonable break time will be allowed for employees to express breast milk for their children.
- Appropriate private accommodations (other than a restroom) within close proximity to the employee's workstation for up to two years after the child's birth.
- The space must have access to an electrical outlet, a chair, and table, and follow privacy protocols such as a locking door or signage.
- Mothers are responsible for their own breastfeeding equipment and supplies.
- A clean water source will be in close proximity to the lactation space for employees to wash hands and to clean any breast pump equipment.
- Staff will provide a welcoming atmosphere of support and tolerance for breastfeeding employees.

1-6 Pregnancy Accommodation. Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the County will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the County's business operations.

The County may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

The County will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1-7 Accommodations of Disabilities and Religious Practices. The County is committed to providing equal employment opportunities to qualified individuals with disabilities. There may be some instances where a qualified individual with a disability requires an accommodation of their disability in order to perform the essential functions of his or her job. It is the employee's responsibility to provide notice to management of the need for an accommodation of his or her disability. This notice can be verbal or in writing. Upon doing so, either the employee's supervisor or someone in management will request the employee's input concerning the type of accommodation that the employee believes may be necessary or the functional limitations caused by their disability. The County may require necessary medical information from the employee and their healthcare provider to support the request for accommodation. The County reserved the right to obtain the employee's permission to obtain additional information from his or her physician or other medical care professionals concerning their disability in an effort to determine if an accommodation is both necessary and possible. The County will make a determination as to whether it is able to provide the requested accommodation based upon whether the requested e pose an undue hardship on the County or compromise employee safety. The County will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the County.

1-8 Problem Resolution Process. Employees who have a work-related problem or concern should follow these steps:

1. Notify and discuss the matter with his/her immediate supervisor in a timely manner so that the supervisor has the opportunity to resolve any concerns or misunderstandings.
2. If the employee believes that the solution offered by the supervisor is not satisfactory, or if the employee believes that addressing the issue with the supervisor is inappropriate, because, for example, the supervisor is involved in the problem or issue, then the employee may notify and discuss the matter with his/her department head.
3. If the employee believes that the solution offered by the department director is not satisfactory, then the employee may discuss the matter with Human Resources.
4. If the employee believes that the matter remains unresolved to their satisfaction, the employee may submit a written complaint to the County Manager for review and final decision. At the discretion of the County Manager, the Deputy County Manager or other designee may occasionally be asked to perform an investigation of a matter prior to final decision by the County Manager. If the County Manager is the direct supervisor, the employee should instead contact the County Attorney.

To request assistance with these and other types of issues, employees may access the Employee Assistance Program (see Section #4-3(d) for more information) at any time. Supervisors may also contact Human Resources for assistance with coordinating counseling for an employee via the Employee Assistance Program.

- 1-9 Anti-Retaliation Policy.** Gunnison County prohibits retaliation against an employee for filing a complaint under the Complaint Resolution Process or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or for participating in an investigation of a complaint, the employee should follow the Complaint Resolution Process outlined above. The situation will be promptly investigated and appropriate action taken, which could include disciplinary action against the retaliating employee, up to and including termination. Employees cannot shield themselves from the potential consequences of their own misconduct by reporting an issue. If it is determined by the County that an employee has made false accusations against another employee as part of this process, appropriate action will be taken against such employee, which could include disciplinary action, up to and including termination.
- 1-10 Safety and Emergency Policies.** Pursuant to C.R.S. §24-33.5-709 (Local Disaster Emergencies), Gunnison County Resolution #2017-19 (a Resolution Amending Gunnison County Emergency and Disaster Management Procedures), Resolution #2006-17 (a Resolution Adopting the National Incident Management System (NIMS)), and the Gunnison County Emergency Operations Plan, all employees are responsible for the following:
- National Incident Management System (NIMS) / Incident Command System (ICS) – employees will maintain the appropriate level of competence.
 - Continuity of Operations Plans (COOPs) – employees will work with their department heads to help ensure appropriate orientation and training regarding an employee’s roles and responsibilities outlined in their respective department’s COOP.
 - Response and Recovery Trainings – employees will participate in trainings and exercises as assigned by their respective department heads.
 - Safety Officers – any employee who has been designated by his or her department head to serve as the Safety Officer for their department/suite shall orient and help train fellow employees with regard to established preparedness and safety procedures.
- 1-11 Duty-Related Court Notices and Appearances.** Any County employee who, in his or her official capacity, receives a summons, subpoena or other official court papers, shall notify the County Attorney’s Office and shall provide to the County Attorney’s Office, as soon as is possible, copies of all such papers. With the exception of the Sheriff and his or her deputies, no County employee is permitted to appear in any court proceeding in his or her official capacity without first notifying the County Attorney’s Office in advance of such proceeding.

2. ORGANIZATION and ADMINISTRATION

2-1 Administration of Personnel System.

- (a) County Manager.** The County Manager or his/her designated representative, in consultation with other departments and, where appropriate, the Office of the County Attorney, supervises the administration of human resource services including, but not limited to:
- Human resource management;
 - Resolution of personnel issues and complaints;
 - Maintaining compliance with the organization’s policies and state/federal employment law;
 - Development and maintenance of the job classification system, salary administration, fringe benefit administration, recruitment, training and related activities for the organization.
- (b) Human Resources.** Human Resources administers the Classification and Compensation Plan, manages the fringe benefit programs, assists with personnel recruitment and training, and maintains the central personnel records system. Human Resources participates in resolving personnel issues and complaints, and maintaining compliance with the organization’s policies and related state/federal law. In addition, Human Resources is responsible for providing information and analysis of human resource functions to department heads upon request.

2-2 Covered Entities. The policies in this handbook apply to all County employees, unless otherwise expressly stated within this handbook. These policies also apply to contracted employees, unless a contract with the contracted employee expressly states otherwise. Where this policy conflicts with a written contract with a contracted employee, the written contract shall prevail.

2-3 Personnel Actions and Employee Records.

- (a) Personnel Records.** Human Resources maintains the official personnel file for each employee, with the exception of certain documents maintained by the Sheriff’s Office that are related to Sheriff’s Office employees that are governed by the Colorado Criminal Justice Records Act (CCJRA) and all Department of Transportation required drug/alcohol testing records that are maintained by the department that ordered the required testing. It contains formal documentation on employees’

employment and salary history. If you wish to review your official personnel file, contact Human Resources. It is important for you to provide Human Resources with current information regarding: Name, address, telephone, insurance changes, tax exemptions, emergency contacts, and other relevant information. Formal individual personnel records are maintained by Human Resources. Failure to keep personnel information updated may result in a loss of benefits by an employee.

- (b) **Time and Leave Records.** Employees are responsible for submitting completed and accurate time records to their supervisors. These records shall also be deemed to be a portion of the employee's central personnel file.

2-4 Sick Leave Bank Board. It is the role of the Board to evaluate sick leave transfer requests, as requested by Human Resources (see Section 4-3(i)).

- (a) **Members.** The Board is comprised of five members, as outlined below.

- (1) **Commissioner.** By virtue of their elected positions, one member of the Board of County Commissioners, or their designee, shall serve on the Sick Leave Bank Board. During the first regular BOCC meeting of each year, the BOCC will designate this member.

- (2) **Staff.** A total of three at-large staff members shall serve in staggered two-year terms, without limit to the number of terms. Regular terms begin on January 1st and end on December 31st. An election shall be held annually following the below protocol:

- a. **Notice.** No later than November 1st of every year, notice of such election will be made by Human Resources via email. Intent to be included on the ballot must be made, in writing, to Human Resources by close of business on the 3rd Friday in November.
 - b. **Ballots.** The candidates will be listed alphabetically (by last name) on the ballot, and ballots will be distributed electronically.
 - c. **Voting.** Voting will be accomplished electronically through the close of business on the 3rd Friday in December. Human Resources shall count ballots on the first working day following the close of election, and the willingness of any write-in candidates to serve on the Board will be verified prior to considering those votes. The winners of such election will be those who received the highest number of votes to fill the number of open positions, and Human Resources will announce the results by email.
 - d. **Vacancies.** In the event that any staff-elected member must relinquish his/her position on the Board before the end of their appointed term, the County Manager will appoint an employee to serve in that person's stead for the remainder of the designated term. The County Manager will also appoint employees to fill vacancies that occur due to an insufficient number who seek election to the Board.

- (3) **County Manager Appointee(s).** The County Manager shall be responsible for appointing a non-elected department head to the Board at the end of the incumbent member's two-year term, without limit to the number of terms served.

3. EMPLOYMENT and CLASSIFICATION SYSTEM

3-1 Recruitment.

- (a) **Public Notices.** All open positions must be listed on the County website for the duration of their application-acceptance periods, which are established by the applicable hiring supervisors. Additional noticing (i.e., newspaper and online advertisements, use of a recruitment firm, etc.) may also be accomplished, if applicable and requested for any specific vacancy.
- (b) **Internal.** Internal-only recruitments are not permitted. Any current employee who wishes to apply for any open position is encouraged to apply for the position following the established procedure (see Section 3-6(b)).
- (c) **Prior Applicant Pool.** Gunnison County reserves the right to fill a position from a prior applicant pool, but may only do so within 12 months of the prior public notice for the open position. In this type of instance, additional public notice of the open position is optional and at the discretion of the hiring manager.

3-2 Hiring Relatives. No employee in a supervisory position shall be a relative (see glossary for definition) of

an employee for whom: 1) They have supervisory and/or managerial responsibilities; 2) They have audit or financial approval authority; or 3) The relationship presents a potential or real conflict with the County's interests. If conflicting circumstances arise through a change in family status or living arrangement, department heads should consider management alternatives in consult with and final approval of the County Manager.

3-3 Reemployment. Any employee seeking re-employment with the County after resignation may do so by applying for an open position. Re-employment is based on the same County needs and qualifications as are considered in the employment of any other applicant. If rehired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment will be included for the purpose of earning longevity-based County benefits unless otherwise denied by a benefit plan document. Any person involuntarily terminated from the County will not be considered for reemployment unless the reason for the termination was outside of the control of the employee, such as reorganization or reduction in force.

3-4 Employment Status Definitions. Finalization of a change to an employee's status, as well as their associated benefit eligibility, is dictated by the effective date shown on the employee's approved Personnel Action Form.

(a) Regular Status. Either the employee or Gunnison County may end the employment relationship at any time, for any reason without advance notice.

(1) Full-Time Status. Full-time status is designated to an employee who is employed to work from 30 to 40 hours per week. Any employee working at least 30 hours per week or at least 1,560 hours per year in a regular position is currently eligible for the fringe benefits that the County then currently offers. Compensation for absences due to vacation, sick leave, personal leave and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(2) Scheduled Part-Time Status. Scheduled part-time status is designated to an employee who is employed to work a set number of hours per week that shall consist of at least 1,040 hours annually but fewer than 1,560 hours annually. Employees assigned this status are currently eligible for the fringe benefits that the County then currently offers, with the exception of group medical, dental, vision and life insurance coverage. Compensation for absences due to vacation, sick leave, personal leave and holidays will be calculated on a prorated basis according to the number of hours worked per year.

(3) Scheduled (Non-Benefit) Part-Time Status. Scheduled (non-benefit) part-time status is designated to an employee who is regularly scheduled to work fewer than 1040 hours per year. Employees assigned this status are not eligible for most County fringe benefits. The employee is currently eligible to contribute to the 457 deferred retirement plan, but will not receive the County match.

(4) Intermittent Part-Time Status. Intermittent status is designated to an employee who works an irregular number of hours weekly as needed by the hiring department. The hours worked shall be submitted each pay period. The employee is not eligible for most County fringe benefits. These employees are eligible to contribute to the 457 deferred retirement plan, but will not receive the County match.

(b) Temporary Status. Temporary status is the designation of an employee who is hired in a job established for a specific assignment or for a defined period of time, typically not to exceed six months or 26 weeks of continuous service unless otherwise contracted to perform services. Temporary employees are currently ineligible, except as required by law or the terms of any written contract between the County and the temporary employee for benefits.

(c) Auxiliary. In auxiliary programs such as Sheriff's Reserve, work study, internships and others, where compensation may be paid, participants shall not be entitled to County benefits, unless approved as part of the specific auxiliary program by the Board of County Commissioners or County Manager, and shall not be covered by the policies in this handbook.

(d) Interns. The following general guidelines, which are based on information in C.R.S. 8-40-302, can be used to determine workers' compensation coverage for individuals participating in a bona fide cooperative-education or student-internship program sponsored by an educational institution for providing on-the-job training for students. If a student is a paid intern, the County will provide workers' compensation coverage. If a student is an unpaid intern, the educational institution sponsoring the student shall insure the student through their workers' compensation and liability

insurance. The educational institution and the County can agree that the employer will provide coverage if the educational institution provides the employer with a reasonable level of compensation to insure students participating in on-the-job training.

3-5 Classification System. Gunnison County has developed a basic compensation plan for Gunnison County employees. In your position at Gunnison County, you may be eligible for salary increases based upon your job performance, your position's location in its salary grade, and other factors.

- (a) **Position Title.** Every regular position in the County shall be given a position title.
- (b) **Job Description.** Each position title shall include a position description of essential duties/responsibilities, physical requirements and desired minimum qualifications.
- (c) **Pay Grade.** All positions except the County Manager, the Deputy County Manager and the County Attorney, shall have an assigned pay range, known as a pay grade, which contains the minimum and maximum pay established for the position.
- (d) **Comparability.** Positions having similar duties and responsibilities and requiring similar skills shall be given the same position title. Position titles shall be assigned pay grades and salary ranges based upon the skills and duties of the position and/or the current level of compensation for comparable jobs.
- (e) **Market Pay Grade Adjustments.** Human Resources shall, on an on-going basis by department, conduct a market survey of position(s) similar to County positions to ascertain if such position(s) are paid on a comparable basis and are properly graded, in the opinion of management. Department heads may also request that Human Resources perform surveys on an as-needed basis.
 - (1) **Salary Range Adjustments.** The County Manager will determine if and when adjustments will be made to the Compensation Plan's salary structure. Salary adjustments for elected officials are determined according to Colorado statutes.
 - (2) **Regrade.** If an individual position's pay grade is changed, due to market indicators and approved by the County Manager, it will be placed in a new grade subject to the following limitations:
 - a. **Higher Grade.** When a position is raised to a higher pay grade, the incumbent's salary will increase at least to the minimum or hiring salary of the new grade. The appropriate department head will recommend the step placement in the new grade according to experience and qualifications in comparison with other employees' backgrounds in the same job.
 - b. **Lower Grade.** When a position is placed in a lower pay grade, the incumbent employee's salary shall not decrease and shall be placed where they fall within the approved range for the lower pay grade. If an employee's salary is higher than the highest step in the new grade, the rate of pay will be frozen until it falls back within the range.
- (f) **Merit Increases.** All classified employees will begin employment at the entry level of the appropriate grade in the Compensation Plan unless, in the opinion of management, there is an appropriate reason for placing the employee higher in the steps. This placement must be approved by the County Manager or his/her designated representative. The County Manager or a designated representative shall have final approval for all merit increases pursuant to the review process established.
 - (1) **Entry Level.** When an employee begins at the entry level, upon the successful completion of six months of employment and with the appropriate authorization, the employee will receive a merit increase to step one of the grade. If a six-month employment merit increase is awarded to step one of the grade, the next eligible merit increase with the appropriate authorization, will be awarded at the successful completion of the first year of employment.
 - (2) **Hired Above Entry Level.** If an employee begins employment at a step higher than entry level, a one-step increase after successful completion of the first six-month period will not be awarded. An employee who begins employment above entry level will be eligible for a one-step salary increase upon successful completion of the first year of employment.
 - (3) **Annual.** All classified employees will be eligible for a one-step salary increase based on merit upon reaching his or her annual increase eligibility date subject to a satisfactory review of the employee's performance.

- (g) **Step Adjustments of More than One Step.** The appropriate department head shall make a request to the County Manager on a Personnel Action Form stating the reason for the request. The County Manager shall have final approval for all salary adjustments of more than one step pursuant to the review process established, with recommendations on the Personnel Action Form from the Finance Director for budgetary compliance.
- (h) **Reclassification of Positions.** When the duties and responsibilities of a position have materially changed, a position reclassification may occur. No reclassification shall be proposed solely for the purpose of effecting a pay grade change or promoting or demoting an employee.

3-6 Demotion, Transfer and Assignment of Temporary Duty.

- (a) **Demotion.** An employee may be demoted at any time for misconduct (see Section 6) and/or failure to perform position duties satisfactorily. When an employee is demoted to a lower position, the employee shall be paid at a rate within the approved range for the lower position. The rate of pay shall be recommended by the appropriate department head taking into consideration the circumstances surrounding and the reasons for the demotion. Final approval for a demotion and subsequent rate of pay shall be made by the County Manager. The review process, set forth in Section 6-2(d) shall be applicable to and govern demotions.
- (b) **Transfer.** Any current employee who applies for an open position may be transferred, subject to meeting the minimum qualifications for the new position. The County Manager shall make final approval for all transfers.

(1) Department to Department. An employee shall not be eligible for transfer to another department until at least two years of employment in their current department, unless both department heads and the County Manager agree that an early transfer would be in the best interest of the organization. Whenever an employee transfers to another department, their performance review period is reset to the date of the transfer. The employee's original hire date, however, shall not change, and the employee shall retain all accumulated benefits, provided they are within the established criteria set forth in the then current Personnel Policies. Arrangements for accumulated benefits as of the transfer date shall be set forth on a Personnel Action form and shall be approved by the previous department head and the new department head.

(2) Within the Same Department. An employee shall not be eligible for transfer to another jobsite or district within the same department until at least two years of employment at their current jobsite or district, unless the employee's department head approves, in writing, an early transfer after determining whether it would be in the best interest of the department. Whenever an employee transfers to another position, their performance review period is reset to the date of the transfer. The employee's original hire date, however, shall not change, and the employee shall retain all accumulated benefits, provided they are within the established criteria set forth in the then current Personnel Policies.

- (c) **Assignment of Temporary Duty.** The County may require an employee to assume responsibilities in addition to or different from those defined in their job description as necessary on a temporary basis. No temporary adjustment in pay is required for the assumption of such temporary duties for a period less than 30 days, after which the employee shall be compensated at the appropriate pay grade and step as recommended by the department head and approved by the County Manager with recommendations from the Finance Director for budgetary compliance.

4. COMPENSATION and BENEFITS

4-1 Pay. Employees are paid once each month (one pay period) on the last regular working weekday of the month.

- (a) **Hourly or Monthly Salary.** Gunnison County will determine, in the opinion of management, which non-exempt positions' paychecks will be computed on an hourly rate and which exempt and non-exempt positions will be computed on a monthly salary rate. The Federal and State wage and hour laws and regulations shall control all determinations regarding exempt and non-exempt status for all County employees, regardless of the department in which they work.

Salaried exempt employees will regularly receive a predetermined amount of compensation each pay

period. Salaried non-exempt employees will receive a predetermined amount of compensation each pay period, in addition to compensation (at 1.5 times their regular rate via compensatory time or pay) for any hours worked in excess of 40 per week during the work week or pay period. The County is committed to complying with salary-basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to the Finance office. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

4-2 Overtime/Compensatory Time. The County will pay overtime, or allow the accrual of compensatory time if applicable, for all hours worked over 40 hours in a workweek. Gunnison County is not required to compensate for overtime after eight hours in a day or on the sixth or seventh consecutive day of work.

(a) General Workweek/Workperiod. A Fair Labor Standards Act (FLSA) workweek is a fixed, regularly recurring period of 168 hours – that is, seven consecutive 24-hour periods. Law Enforcement employees may have a separate work period established from at least 7-28 consecutive days. A typical work period will begin at 12:01 a.m. on Sunday and continue to run for the then most currently established number of days (24-hour periods), though individual departments may designate an alternate day of the week as the start of the work week, subject to County Manager approval.

(b) Authorization to Work Overtime. All non-exempt employees are required to get supervisor pre-approval for overtime. Unauthorized overtime work is not allowed, and repeated disregard of the rule requiring pre-approval for overtime hours is reason for disciplinary action.

(c) Calculations.

(1) Non-Exempt Employees. Gunnison County compensates non-exempt employees for overtime in compensatory time off on a 1-for-1.5 basis for all hours worked over 40 hours in a workweek up to a maximum accrual of 80 hours unless otherwise approved by the County Manager. A non-exempt employee, who has accrued compensatory time, must have authorization to use the compensatory time, but shall be permitted to use the time off within a reasonable period after making the request if it does not unduly disrupt County operations by more than a mere inconvenience. The County reserves the right to control compensatory time accumulation by requiring an employee to take time off during designated periods defined by the appropriate department head.

(2) Exempt Employees. Exempt employees shall not work less than their established workweek. An exempt employee shall not be entitled to overtime compensation either in cash or in compensatory time for work in excess of 40 hours per week. It is recognized that the exempt employee is hired to perform specified duties and such other duties consistent with the job status and that performance of those duties will, at times, require absence from the office, attendance at night meetings and work in excess of 40 hours per week. The exempt employee shall not be eligible for compensation greater than the established salary. Consequently, exempt employees are free to organize their work schedule in such a fashion as to accommodate their workload and may flex their hours as appropriate, provided that an exempt employee shall regularly be present during business hours unless otherwise directed by their supervisor.

(3) Law Enforcement. Employees of the Sheriff's Office engaged in law enforcement may be compensated at one and one-half times the employee's regular hourly rate of pay for overtime calculated on a "work period" basis. A "work period" may be from 7-28 consecutive days in length. Law enforcement personnel must receive overtime after 171 hours worked during a 28-day period. For work periods of at least seven, but less than 28 days, overtime compensation is required when the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28. The compensation may be in money or compensatory time.

(d) Maximum Compensatory Time. Gunnison County's policy is to limit the accumulation to 80 compensatory time hours (53-1/3 hours worked), therefore no employee shall earn or accumulate more than a total of 80 hours of compensatory time, unless approved in advance by the County Manager. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.

(e) Inclusion of Paid Leave. Paid leave hours that were scheduled and approved at least three

business days prior to the start of the general workweek/workperiod (i.e., paid holidays, personal leave, vacation, sick, compensatory time, etc.) are considered as hours actually worked for the purposes of computing overtime. However, any unscheduled paid leave hours (i.e., unscheduled sick leave or compensatory time) taken during a general workweek/workperiod, are not considered as hours counted toward overtime.

4-3 Fringe Benefits. Fringe benefits are monetary and non-monetary benefits provided to employees by the County including, but not limited to, medical, dental, vision, life insurance, holidays, sick leave, vacation leave, flex/comp program, discounted health club membership, Employment Assistance Program, and a retirement program. These benefits and any future benefits are provided solely at the discretion of the County and may be modified, amended or revoked in whole or in part at any time.

(a) Insurance.

(1) Health Coverage: Medical, Dental and Vision. The County currently provides the opportunity for participation in group insurance to all eligible employees.

- a. Cost. The County pays a determined amount of the monthly premium for the participant or the participant plus dependent coverage. The participant must pay the difference.
- b. Flexible Compensation. Flexible compensation is a benefit by which employees may deduct eligible group insurance premiums and other medical-related expenses as well as child care expenses from their paychecks on a pre-tax basis. Employees should see Human Resources for specific information about this program.
- c. Eligibility and Coverage. The insurance plan requirements include, but are not limited to:
 1. Eligibility Status. An employee must work at least 30 scheduled hours per week and/or 1,560 hours per year or be a County elected official to be eligible for coverage under the group health plans.
 2. Eligibility Date. New employees are eligible for coverage on the first day of the month following the date of employment.
 3. Enrollment Deadline. A new employee must elect or decline coverage by completing the required forms within 30 calendar days of the date of employment.
 4. Involuntary Termination of Group Coverage. Insurance benefits for a participating employee and enrolled dependent(s) will end on the employee's last active day of employment or when the employee no longer meets the eligibility requirements.
 5. Change in Status/Open Enrollment. Any eligible employee who chooses not to enroll during an annual open enrollment period or new employee 30 day open enrollment period, will be required to wait until the next annual open enrollment period unless the employee experiences a mid-year qualifying change of status. Qualifying change of status events are listed in the Medical Plan Document found on the County website or contact Human Resources.
 6. Information. For more information about these plans, please refer to the Summary Plan Descriptions on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(2) Life. The County currently offers basic life insurance and supplementary life insurance.

- a. Eligibility Status. Life insurance is offered to employees who work at least 30 scheduled hours per week and/or 1,560 hours per year or are a County elected official.
- b. County Share. The County pays a determined amount of the monthly premium and the employee must pay the difference.
- c. Eligibility Date. Enrollment dates and eligibility requirements are the same as those for health insurance. If an employee chooses not to elect life coverage at the time of employment, life coverage may be denied if requested at a later date.
- d. Information. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(3) Unemployment Compensation. The County is a reimbursable employer under the State Unemployment Insurance Program. Any employee interested in information regarding the benefits of this program should inquire at the Colorado Department of Labor, Division of

Unemployment.

(4) Workers' Compensation. The total cost of each employee's Workers' Compensation insurance premium is paid solely by the County on behalf of the employee. See Section #4-3(k) for specific details related to Workers' Compensation Insurance.

(b) Holidays. Employees in full-time positions working a 40-hour workweek shall be compensated eight hours paid leave time for designated holidays. Eligible employees working less than a 40-hour workweek shall be compensated for paid holidays on a prorated basis according to the number of hours budgeted per year. Employees in scheduled (non-benefit) part-time positions; intermittent part-time positions or temporary positions shall not receive pay for holidays off. The holiday hours will be included when computing overtime (see Section 4-2).

(1) Schedule. The Board of County Commissioners annually adopts the schedule of compensated holidays. Department heads shall have the discretion to provide an alternate holiday work schedule for employees consistent with departmental needs.

(2) Computation. Essential personnel who are required to work on a holiday shall be compensated as follows:

- Eight hours for the holiday (or prorated amount for eligible employees working less than full time); plus
- Time actively at work, which may or may not result in the calculation of overtime for the workweek/workperiod (see Section 4-2).

(c) Retirement Program.

(1) Social Security Administration Contributions. The County pays all required Social Security and Medicare tax contributions.

(2) Retirement Plan Contributions:

- a. Association. The County is a member of the Colorado County Officials and Employees Retirement Association. The bylaws of the Retirement Association shall govern eligibility for retirement benefits.
- b. Participation. Participation in the retirement program is a mandatory condition of employment for all employees who work at least 1,040 hours per year. If eligible, the employee must complete the required enrollment forms for membership in the Retirement Association within 30 calendar days of the date of employment. For additional information on the County's retirement program, contact Human Resources.
- c. Benefit. The County matches a determined percentage of:
 1. The mandatory contribution in the 401(a) plan; and
 2. The optional contribution in the 457 plan.
- d. Information. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(d) Employee Assistance Program. County employees are offered a confidential counseling and referral service for the employee, their spouses and dependent children. This service includes a designated number of counseling sessions and financial planning or legal sessions annually, paid for by the County. For more information about these plans, please refer to the Summary Plan Description on the County website or contact Human Resources. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

(e) Flex-Time Workweek. Subject to Policy #1.2.9.3 (Standard Hours of Operation), a department head may establish, upon final approval from the County Manager, a flex-time workweek for any of his/her employees. Any flex-time workweeks created will ensure that established office days and hours maintained so that customer access is not impeded, and no more than 40 hours are worked in a regular workweek by a non-exempt employee. In opting for such a schedule, the established flex-time workweek will be used for determination of overtime.

(f) Breaks and Lunch Times. The appropriate department head will determine departmental standards regarding length and scheduling of breaks and lunch times for their employees, with any office closure limited as outlined in Policy #1.2.9.3 (Standard Hours of Operation). However, if a break is intended to be less than 20 minutes, it is normally paid time and if a break is intended to be free from duties for 30 minutes or more, it is unpaid time.

- (g) Training.** In addition to all required safety-related training, Gunnison County intends that its employees continue to train and develop in job-related skills. The County-paid training may consist of the following elements:
- Mandatory Training. Mandatory development as defined by laws, statutes, or County policies.
 - General Training. General education developed to increase employee effectiveness.
 - Job-Skills Training. Special or technical education unique to a specific position or employee group.
 - Authorization. With advance approval by the appropriate department head, the cost of above training types may be considered a County expense.
 - Employee Responsibility. If an employee leaves employment from Gunnison County within one year of the most recent date of completion of training, the employee may be responsible for reimbursing the County for the subject training costs.

(h) Vacations.

(1) Earning Rate.

- a. Employees Working a 40-Hour Workweek. Employees in full-time positions working a 40-hour workweek earn vacation for each full month of continuous service as follows:
- | | |
|--|-----------------------|
| Hire date through the end of year 4: | 6-2/3 hours per month |
| Start of year 5 through the end of year 8: | 8 hours per month |
| Start of year 9 through the end of year 15: | 10 hours per month |
| Start of year 16 through the end of year 20: | 12 hours per month |
| Start of year 21 through separation: | 14 hours per month |
- b. Employees Working Less Than a 40-Hour Workweek. Currently, eligible employees working fewer than 40 hours per workweek earn vacation on a prorated basis according to the number of hours worked per year. Employees in scheduled (non-benefit) part-time positions, intermittent part-time positions or temporary positions shall not receive paid vacation.
- c. Elected Officials. Elected officials shall not be entitled to receive the benefit of paid vacation as outlined herein. Any County employee who becomes an elected official shall be paid for vacation accumulation while an employee, prior to taking office (see Section 7-1).

(2) Approval. Vacation time must be earned before taken, and an employee must receive supervisor approval of their vacation request prior to use of the vacation time. Compensatory time accrued must be used prior to paid vacation time when voluntary leave is taken, unless otherwise approved by the County Manager.

(3) Scheduling. A department head may require an employee to use vacation time pursuant to a schedule or by a certain date for business needs of the department.

(4) Maximum Accrual. Employees are not eligible to earn any additional vacation once they have reached their maximum accumulation. The allowable maximum vacation accumulation for eligible employees working less than a 40-hour workweek shall be prorated according to the number of hours worked per year. Vacation does not accrue during any leave without pay or a suspension. The maximum vacation accumulation for full-time employees shall be:

0 through the end of 4 years:	160 hours maximum
5 through the end of 8 years:	196 hours maximum
9 through the end of 15 years:	240 hours maximum
16 through the end of 20 years:	288 hours maximum
21 plus years:	336 hours maximum

(i) Sick Leave.

(1) Credit. Currently, employees in full-time positions working a 40-hour workweek are credited sick leave with pay at the rate of 8 hours for each full month of service. Eligible employees working less than a 40-hour workweek shall accumulate sick leave on a prorated basis according to the number of hours worked per year. Employees in scheduled (non-benefit) part-time positions, intermittent part-time positions or temporary positions are not eligible for paid sick leave. Sick leave does not accumulate during any leave without pay or during a suspension. A County holiday shall not be counted as a day of sick leave.

(2) Use. An employee may use sick leave with pay for absences necessitated by non-job

related injury, illness or disability, and for dental, medical or optical care of the employee. Sick leave with pay may also be used for the birth of the employee's child, in order to care for the new baby (from birth to one year of age) and for placement of a child with the employee for adoption/foster care, or any other reason that qualifies for FMLA leave in accordance with the Family and Medical Leave Act. An employee may also use sick leave with pay for absences necessitated by injury, illness, disability, dental, medical or optical care of a member of their immediate family or any other reason that qualifies for FMLA leave in accordance with the Family and Medical Leave Act. At the discretion of the appropriate department head, sick leave may also be used to attend funerals. With approval by the appropriate department head an employee may use up to 16 hours (or equivalent proration) per year of sick leave as personal leave. Examples of personal leave range from leave for financial or legal appointments, to leave for the employee's birthday, or may include various other personal reasons.

- (3) Reporting.** In order to be eligible for sick leave with pay, employees must report, to their supervisor, their inability to attend work due to personal or family illness or injury. This must be done prior to the beginning of the employee's work schedule on the first day of their absence or as soon thereafter as reasonably possible. The employee must keep their supervisor informed of their expected date of return. The employee must furnish reasonable documentation regarding the use of more than two consecutive days of sick leave, if requested to do so by their department head. Such documentation, if requested, must be provided within three work days from the date of request.
- (4) Accumulation.** There is no limit to the amount of sick leave an employee may accumulate. However, an employee may not use sick leave for purposes other than those set forth in this paragraph (i). Any misuse of sick leave will be cause for disciplinary action up to and including termination.
- (5) Elected Officials.** Elected officials shall not be entitled to receive sick leave as outlined herein. Any County employee who becomes a County elected official shall be paid for sick leave accumulated while an employee prior to taking office pursuant to the limits outlined in Section 7-1).
- (6) Insufficient Sick Leave Balances.** In the event that an employee has an insufficient sick leave balance to cover any absence(s) from work due to illness as defined below, the time lost will be deducted from the employee's accrued compensatory time and then vacation leave balances or, if these balances are still not sufficient, deducted as leave without pay. If an employee expends or expects to expend all sick, vacation and compensatory time prior to the conclusion of the illness requiring absence from work, the employee may apply for a sick leave transfer, per the process outlined in paragraph (7) below. An employee must expend all accrued leave balances prior to the use of any hours authorized for transfer.
- (7) Insufficient Sick Leave Balances for Non-benefit eligible Employees.** In the event that a non-benefit employee has an insufficient sick leave balance to cover absence(s) from work due to illness as defined in section (i)(2), that time will be without pay. A non-benefit employee may not apply for a sick leave transfer.
- (8) Additional rules apply during public health emergencies.**
- (9) Employers cannot retaliate against employee for requesting or using paid sick leave.** Employees have a right to file a complaint or bring a civil action if paid sick leave is denied or they are retaliated against for exercising their rights under the law.
- (10) Sick Leave Transfers.** The Internal Revenue Service (IRS) allows for donation of accrued sick leave without negative tax consequences to the donor in instances of a medical emergency, which the IRS defines as a "medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to exhaustion of all paid leave available, apart from the leave-sharing plan." Family and Medical Leave should run concurrently with an approved Sick Leave Transfer. An employee may request a sick leave transfer for extended time off following the loss of a spouse, child or parent. A leave transfer application for pregnancy or maternity leave will not be considered unless the pregnancy and/or birth of a child resulted in a medical emergency. All recipients must use the donated leave for purposes related to the medical emergency and return any excess to the leave bank.

Currently, any benefit-eligible County employee may make voluntary donations of accumulated sick leave to the Sick Leave Bank to assist employees who are in need of additional sick leave time over and above their vacation, sick leave, holiday and comp time balances. This practice does not constitute a change to Section 4-3(i), but is a method of assisting employees experiencing a medical emergency, as defined by the IRS, or bereavement following the death of a spouse, child or parent. All paid leave granted to the recipient employee is considered wages and is subject to Federal Insurance Contributions Act (FICA) withholding, Federal Unemployment Tax Act (FUTA) withholding and other required tax holdings. Donor employees may not claim an expense, a tax deduction or a charitable contribution for any of the leave that they donated to the Sick Leave Bank.

- a. Donations. Each January, Human Resources may request donation of sick leave from eligible employees, and donations will be accepted until January 31st. Upon separation, employees may donate any portion or all of their accumulated sick time to the Sick Leave Bank, limited to the number of hours the employee is eligible to receive cash payment (see Section 7 for more information). In the event that the Sick Leave Bank balance falls below an adequate level at any given time during the year, the Sick Leave Bank Board may request that Human Resources issue additional donation requests. Donors may not request transfer of their donated hours to specific employees, all donated hours are immediately transferred to the Sick Leave Bank, and donor employees forfeit their right to reclaim the hours for any reason.
- b. Donation Limitations. County employees should strive to maintain a sick leave balance capable of meeting the demands of expected absences (i.e., general illnesses, routine medical needs, vacations, pregnancy, etc.). Thus, only employees with sick leave balances of at least 160 hours (equivalent to 20 standard eight-hour shifts) and separating employees may donate to this program according to the below limitations:

<u>Donor Employee's Accumulated Sick Leave Balance</u>	<u>Maximum Annual Allowed Donation</u>
159 or less hours	No donation possible
160-480 hours	32 hours
481+ hours	64 hours
N/A (separating employees only)	Limited to those hours that the employee would have otherwise been entitled to receive cash payment.

- c. Application Procedure. An employee desiring to receive a transfer should submit an application for additional sick days to their supervisor at least 10 working days prior to the use of all of his/her available leave time, or as soon as reasonably possible. If an employee is unable to make such application, the application may be completed by a family member or a representative. Application forms are available in Human Resources and on the County website. Applications and transfers will be kept confidential; however, the applicant accepts that his/her private health-related information and request will be discussed by the Sick Leave Bank Board members and any other members of management who may be consulted to fully evaluate the application.
 - 1. The application will be reviewed by the supervisor and department head. If approved, it will be forwarded to Human Resources for evaluation by the Sick Leave Bank Board (See Section 2-4).
 - 2. The Sick Leave Bank Board will then review the request and make a determination, by majority vote, regarding authorization of a sick leave transfer.
 - i. Under Six (6) Months of Sick-Leave Benefitted Employment. These employees are not eligible for transfers of sick leave hours from the Sick Leave Bank.
 - ii. More than Six (6) but Less than 12 Months of Sick-Leave Benefitted Employment. These employees are eligible to receive up to 80 hours of leave from the Sick Leave Bank. Additional hours for these employees may be authorized upon full depletion or imminent full depletion of the original transfer and any additionally earned leave, only by unanimous approval of the Sick Leave Bank Board members.
 - iii. After 12 Months of Sick-Leave Benefitted Employment. These employees are eligible to receive up to 173.33 hours (equivalent

to a full-time monthly pay period) of leave. Additional hours for these employees may be authorized upon full depletion or imminent full depletion of the original transfer and any additionally earned leave, only by unanimous approval of the members of the Sick Leave Bank Board.

3. Actual transfer of sick leave hours to an eligible employee may be less than the full amount authorized, if less is taken or if the Sick Leave Bank balance remains insufficient to cover authorized transfers after all donations are received. If the Sick Leave Bank is insufficient to cover authorized transfers, the receiving employee will need to take leave without pay for the duration of their absence.

d. Criteria for Determination of Authorization for Transfer.

1. An employee should have made a conscientious effort to accumulate leave time balances that are sufficient, in the Sick Leave Bank Board's opinion, to meet the demands of expected absences.
2. An employee's request for additional sick-leave time beyond the initial 173.33 hours should, in the opinion of the Sick Leave Bank Board, reflect an unexpected circumstance, extended recovery or life-threatening situation.
3. The Sick Leave Bank Board may, in its sole discretion, provide additional hours if needed.
4. While an employee may apply for a transfer prior to the use of all of his/her combined available accumulated compensatory time, holiday time, sick leave, personal leave and vacation time, all of those combined hours must be exhausted prior to the final transfer and utilization of donated hours made possible by this program.

- (j) **Personal Leave.** Benefit eligible employees may use up to 16 hours of sick leave, if approved in writing by the department head, on an annual basis for any purpose. Personal leave for less than full-time employees may be granted on a prorated basis.

(k) **Workers' Compensation.**

- (1) **Eligibility.** Employees who suffer job-related injuries or disease may be entitled to workers' compensation benefits for medical expenses and lost wages, in accordance with State law.

- (2) **Verbal Report.** Employee must verbally report the injury or disease to their supervisor immediately. Alcohol and drug testing may be required if the employee's own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in discipline or discharge.

(3) **WARNING:**

IF YOU ARE INJURED ON THE JOB, WRITTEN NOTICE OF YOUR INJURY MUST BE GIVEN TO EMPLOYER WITHIN FOUR WORKING DAYS AFTER THE ACCIDENT, PURSUANT TO SECTION 8-43-102(1), COLORADO REVISED STATUTES. DELIVER THE NOTICE TO HUMAN RESOURCES.

IF THE INJURY RESULTS FROM YOUR USE OF ALCOHOL OR CONTROLLED SUBSTANCES, YOUR WORKERS' COMPENSATION DISABILITY BENEFITS MAY BE REDUCED BY ONE-HALF IN ACCORDANCE WITH SECTION 8-42-112.5, COLORADO REVISED STATUTES.

- (4) **Treatment.** Gunnison County has the right to require that employees are treated by a treating physician selected from a list of physicians designated by employer. Failure to use a physician from the designated list may result in loss of medical benefits. Contact Human Resources to arrange an appointment with the designated treating physician.

- (5) **Limited Duty.** The treating physician may recommend that an injured employee return to work on limited duty. In such event and at the discretion of Gunnison County, the County may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties. An employee's refusal of limited duty while on non-FMLA designated Workers' Compensation leave may result in termination of temporary disability benefits and is a basis for discipline or discharge. If an employee is entitled by law to FMLA leave, refusal of limited duty will

reduce the employee's Workers' Compensation benefits by up to 50%, but such refusal will not be a basis for discipline or discharge.

(6) Family and Medical Leave. Family and Medical Leave will run concurrently with any eligible on-the-job Workers' Compensation leave.

(7) Compensation during Workers' Compensation Absences. Workers' compensation insurance benefits may compensate you if you are unable to work or may work only a reduced schedule. If you are unable to work as the result of a work-related injury or occupational disease, compensation (wage replacement) benefits will be based on 2/3 of your average weekly wage up to a maximum set by law. If you return to work with reduced wages while on modified duty or with a reduced schedule, workers' compensation insurance will pay 2/3 of the difference between the average weekly wage at the time of the injury and the part-time earnings. No compensation is payable for the first three days' disability unless the period of disability exceeds two weeks.

If workers' compensation insurance does not cover the first three days of lost work, the employee will receive his/her full salary or wages from the County during the initial three calendar days of leave following the date of the injury/illness (or the first 24 hours of leave for an employee on an approved modified schedule).

If a full-time or scheduled part-time employee is unable to return to his/her regular work schedule after the initial period of three calendar days (or 24 hours for an employee on a modified schedule), the County may continue to pay the employee 10% of his/her regular rate of pay for up to 176 hours of additional eligible leave time. This payment from the County is in addition to the non-taxable 66-2/3% of wages payment that the employee receives from the Workers' Compensation Insurance carrier.

(8) Continuation of Benefits. Employees who are on leave for a workers' compensation injury with County compensation will continue to be eligible for all County benefits that they currently receive when actively at work. While on unpaid leave without County compensation, employees may receive workers' compensation benefits, but employees will not accrue vacation and sick leave. Also, as with all other types of unpaid leave, holidays, jury duty and personal leave are not granted and no contributions are made to the retirement plan, and the employee will not receive accumulation of seniority or any other employment benefits.

(9) Reporting Medical Status. During leave for a workers' compensation injury or illness, an employee must keep their supervisor informed of their medical status in regard to their ability to return to work. The County reserves the right to request periodic reports regarding the employee's medical status from the designated medical provider.

(I) Family Medical Leave Act and Military Family Leave.

(1) Eligibility Requirements for FMLA Leave. An employee who has been employed for at least one year and for at least 1,250 hours during the preceding 12-month period is eligible for Family Medical Leave Act leave.

(2) Acceptable Uses of Family Medical Leave. Eligible employees will be granted Family Medical Leave for a maximum of 12 weeks during a single 12-month period for the following reasons:

- a. Incapacity due to pregnancy, prenatal medical care, childbirth;
- b. To care for the employee's child after birth, or placement for adoption or foster care;
- c. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- d. Serious health condition that makes the employee unable to perform the employee's essential job duties.
 1. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.
 2. Continuing Treatment. Subject to certain conditions, the continuing

treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

(3) Acceptable Uses of Military Family Leave. Eligible employees with a spouse, child or parent who experiences a qualifying event directly related to being deployed to a foreign country may take up to:

- a. Active duty Military Family Leave. 12-weeks of leave in a single 12-month period to address certain qualifying exigencies. Qualifying exigencies may include:
 1. Attending certain military events;
 2. Arranging for alternative childcare;
 3. Addressing certain financial and legal arrangements;
 4. Attending certain counseling sessions;
 5. Attending post-deployment reintegration briefings.
- b. Military Caregiver Leave: 26-weeks of leave in a single 12-month period to care for an employee's parent, child, spouse or next of kin in the following instances:
 1. They are caring for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness incurred or aggravated in the line of duty on active duty.
 2. They are caring for a veteran who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five years preceding the start of treatment, recuperation or therapy.
 3. The injury or illness for which the service member is undergoing medical treatment, recuperation or therapy is on outpatient status, or is on the temporary disability retired list and must make the service member medically unfit to perform his or her duties. In the case of a veteran, the qualifying illness or injury must have been incurred or aggravated in the line of duty and manifests itself before or after the service member became a veteran.

(4) Leave Granted. Family Medical Leave and Military Family Leave will use the same measurement for a single 12-month period. The 12-month period is measured backward from the last date an employee uses FMLA leave. There are exceptions: For a birth or placement of a child for adoption or foster care, the entitlement period will expire 12 months from the date of the birth or placement.

FMLA leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the County's operations. Leave due to qualifying exigencies (e.g., emergencies) may also be taken on an intermittent basis. For a birth or adoption, intermittent leave can only be taken if the employee and the appropriate department head agrees to such an arrangement. Employees taking intermittent or reduced-schedule leave based on planned medical treatment and those taking intermittent or reduced-schedule family leave with the department head's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

When Gunnison County employs both spouses, they may only take 12 weeks between them for leave related to the birth, foster placement, or adoption of a child, or to take care of a sick parent. However, each spouse is eligible for a separate entitlement of leave to care for each other, their children or themselves.

(5) Substitution of Paid Leave for Unpaid Leave. While on Family Medical Leave or Military Family Leave, the County requires employees to use accrued paid leave, unless collecting Gunnison County Workers' Compensation benefits. FMLA leave is without pay when paid leave benefits are exhausted. Exception: Employees may request that up to 40 hours of paid leave benefits remain in their account when unpaid leave begins.

Compensatory time off accrued in lieu of the payment in cash of FLSA-required statutory overtime pay is not a form of accrued personal leave, nor is it identified in FMLA as an accrual that may be substituted for unpaid FMLA leave. A County employee may elect, subject to County Manager approval, to use accrued paid vacation leave, personal leave, sick leave and compensatory time off for an absence that would otherwise qualify as a reason for taking FMLA leave. If the employee does so, the County may not designate the

absence as FMLA leave and thereby reduce the employee's FMLA leave entitlement.

- (6) Benefits and Protections.** During FMLA leave, the County maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the County for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, vacation and sick leave will not accrue during any unpaid leave. Also when on unpaid leave, holidays, jury duty and personal leave are not granted and no contributions are made to the retirement plan. The employee will not receive accumulation of seniority or any other employment benefits during leave without pay.

- (7) Employee Responsibilities.** If there is any circumstance that may qualify for the use of FMLA leave, an employee or their supervisor/manager must provide the completed FMLA paperwork to Human Resources 30 days in advance of the need to take FMLA leave when the need is foreseeable. When a 30-day notice is not possible, the employee or their supervisor/manager must provide notice as soon as practicable and generally at a minimum must comply with their supervisor's normal notification requirements for unexpected leave.

Employees must provide sufficient information for the County to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform Human Resources if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Request for certification will be made by Human Resources if, in the opinion of management, it is necessary. The County may require second and third medical opinions at the County's expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action.

The County reserves the right to designate leave as Family Medical Leave Act leave if an employee on leave has not followed the above procedures.

- (8) Employer Responsibilities.** The County will provide up to 12 weeks or up to 26 weeks (for Military Family Leave) of unpaid, job-protected leave to employees who meet the eligibility requirements above.

The County will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the County will provide a reason for the ineligibility.

The County will inform employees taking leave if the leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the County determines that the leave requested is not FMLA-protected, Human Resources will notify the employee.

- (9) Return to Work Following Leave.** Before returning to work, an employee who has taken FMLA leave for a personal medical condition must present proof that they are physically able to return. This should be done by presenting a "Release to Work" form or any equivalent, completed by the attending physician. Release to Work forms may be obtained from Human Resources. The Release to Work form must state that the employee can return to his/her regular work schedule and resume performance of all the essential duties required

in the employee's position, or can return to his/her position on a restricted or modified-duty basis, as defined by the attending physician, resuming performance of all the essential duties required in the employee's position with reasonable accommodation. Gunnison County reserves the right to deny modified or restricted duty. Employees on leave must contact Human Resources at least two business days before their planned return to work.

(10) Failure to Return from Leave. The failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to possible termination unless an extension is granted prior to the return date. An employee may also request additional sick leave (see Section 4-3(i)).

(11) Unlawful Acts. FMLA makes it unlawful for the County to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

(12) Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the organization. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

(m) Disability Leave.

(1) Long-Term Disability. In the case of long-term disability, upon the recommendation of the appropriate department head and approval of the County Manager, disability leave may be extended. In such instances, a written statement from the attending physician indicating the employee's medical condition and anticipated date of return may be requested by Human Resources. The approximate date that the employee will return to work shall be communicated in writing by the employee to the appropriate department head.

(2) Continuation of Benefits. Employees who are on approved disability leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On approved unpaid leave, vacation and sick leave will not accrue, and holidays, jury duty and personal leave will not be granted. The County will not make any contribution during the leave without pay period for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.

(3) Failure to Return to Work. An employee who fails to return to work at the end of authorized leave may be disciplined, which can include termination.

(n) Reemployment after Disability or Injury. A former employee separated from Gunnison County due to disability or work-related injury, and who has received a full release from his/her attending physician that the former employee is physically and mentally capable of performing the duties outlined in the position description, may be considered for position vacancies by entering the recruitment process. See Section 3-3 for more information.

(o) Military Leave. Employees granted a military leave of absence shall be reinstated and paid in accordance with the laws covering veteran's re-employment rights.

Under Colorado law, the County will grant service members military leave without loss of wages for up to 15 days in the leave year established by the employer; and to maintain seniority, status, efficiency rating, vacation, sick leave, and other benefits of the service member for those days. Should military leave extend beyond 15 days, the provisions of other veteran statutes, including federal laws governing the rehire of veterans, continue to apply to public sector employers. (C.R.S. 28-3-601).

Under federal law, in addition to the 15 days of paid leave provided by Colorado law, if you are a member of the U.S. Armed Forces Reserve or the National Guard, or you are performing other protected uniformed service, you are granted an unpaid leave of absence when called for active or inactive duty training.

This time is granted in addition to earned vacation time. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing.

If you are called to serve in a branch of the U.S. Armed Forces for an extended period, you may be reinstated, in accordance with the provisions of the law, upon returning to the Company after separation from military service.

The Company prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact the Human Resources Department.

(p) Domestic Abuse Leave.

- (1) Eligibility.** Employees who have been employed by the County for more than 12 months, and who are victims of the following events: Domestic violence or abuse, stalking, sexual assault, or any other related crime are eligible for three working days off in any 12-month period. The 12-month period is measured backward from the last date an employee uses domestic abuse leave. Such leave is without pay, except to the extent accrued paid leave is available as set forth in paragraph (3) below.
- (2) Use of Leave.** The employee may use the leave for the following reasons: Seeking a civil protection order to prevent domestic abuse; as a result of domestic abuse, stalking, sexual assault or any other crime involving domestic violence; obtaining medical care or mental health counseling for themselves or their children to address physical or psychological injuries arising from the act or crime; making his/her home secure from the perpetrator or seeking new housing to escape the perpetrator; seeking legal assistance to address the issues and attending and preparing for court-related proceedings arising from the act or crime.
- (3) Paid Leave Substitution.** Gunnison County will require employees to use accrued paid leave before leave without pay will begin.
- (4) Notice Requirements.** Employees must provide written verification of the need for leave. Verification can be in the form of a police report, a court order, or documentation from a medical professional, domestic violence advocate, health care provider or counselor stating that the employee is in some way a victim of domestic violence unless it is a case of imminent danger to the health or safety of the employee, an employee seeking such leave from work must provide his or her employer with appropriate advance notice.

(q) Community Role/Leave for Volunteer or Public Purpose.

- (1) Effect on Employee's Job and County Interests.** Professional, charitable and civic organizations provide an excellent avenue for developing relationships with others and taking an active interest in the community is a practice of good citizenship. Employees are encouraged to participate in such activities, but participation in community affairs must not conflict with the employee's job duties or responsibilities to the County.
- (2) Participating in Professional, Charitable and/or Civic Activities.** Normally, time spent participating in professional, charitable and/or civic organizations and activities should be outside of the employee's working hours and is not considered hours worked for pay purposes. However, if an employee is serving in a volunteer capacity for a circumstance that requires the local volunteer fire department or a Gunnison County Sheriff's Reserve officer be present, the employee's time away from their regular duties will be considered hours worked for pay purposes, if approved by the employee's supervisor prior to the absence. Also, time spent in work for charitable, public or similar purposes in the capacity of County representative, at the County's request or under its direction or control is considered hours worked for pay purposes. Under these circumstances, reasonable hours worked and expenses incurred may be reimbursed by the County under the same rules and regulations governing regular work situations. All voluntary employee participation in community affairs involving time away from the job is subject to prior written supervisor approval.
- (3) Political Activity.** See Section 5-8 for more information.

(r) Court Leave.

- (1) Court Leave Granted.** An employee who is required to appear as a potential juror or serve as a juror shall be granted Court leave to serve in that capacity. Leave will be with

pay for all hours that fall during the employee's regular work schedule. Employees will be granted a maximum of 10 working days of paid court leave per calendar year. For required service resulting in absence from work beyond this 10-day limit, an employee will be expected to use the employee's accrued time benefits or enter a leave without pay status.

- (2) Pay During Court Leave.** Any employee, except a Sheriff's Office employee, who has received payment from the State of Colorado for their services during a court case and who has been granted Court leave with pay from the County, shall turn over to the County any fee paid by the Court, with the exception of pay for travel which may be retained by the employee. For required service beyond the 10-day limit explained above, employees will not be required to turn over any fee paid to them by the Court.

5. EMPLOYEE CONDUCT

- 5-1 Electronic Communications and Public Records.** Gunnison County has established policies with regard to access and disclosure of electronic communications created, sent or received by County employees using the County's electronic communications systems. This includes telephone, voicemail, email, internet, social media, or any other form of electronic communication, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval.

The electronic communications systems are purchased and maintained by the County and provided to employees to assist them in the conduct of County business. The electronic communications systems permit employees to communicate with each other internally and with outside individuals and agencies. The policies governing the use of the electronic communications systems are as follows:

- (a) County Property.** The electronic communications systems hardware and software are County property. Electronic communication systems include, but is not limited to, desktop computers, laptop computers, tablets, smart phones, facsimile machines, document scanning devices, and similar such equipment owned, operated or maintained by the County. Employees have no reasonable expectation of privacy in any communication sent or received through County electronic communications systems.
- (b) Records.** Record retention of public records applies to all records, including those that exist in electronic form. Pursuant to applicable open records laws, Gunnison County strives to assist the public in locating and reviewing any specific electronic records unless such records are specifically exempted from disclosure by law. Thus, all records, including those of elected officials, are potentially subject to public disclosure.
- (c) Use.** To ensure the appropriate use of electronic communications systems, all employees shall use the County's software and hardware for official, County-business related purposes only.
- (1) Software.** The County will allow only County-authorized software to be stored or executed on its computers. Recognition is given to the unique needs of particular departments and programs; however, the software must be approved for compatibility by the IT Department prior to installation. Software installed with the intention of protecting devices and peripherals, such as anti-virus software, shall not be removed or disabled unless authorized by the IT Department. All software license agreements and copyright laws shall be adhered to and copies of license agreements provided to the IT Department.
- (2) Email, Social Media and Internet Use.** Email, social media and internet access must be used in a manner that maintains public trust and confidence in the County. Email and internet access are provided for the County's official public business. Examples of appropriate use of email, social media and the internet are as follows:
- a. Facilitating Communications. Facilitating communications and transfers of documents between employees, citizens and others concerned with County business.
 - b. Accessing Data. Accessing databases and files to obtain work-related reference material or to conduct work related research.
 - c. Expediting Administrative Duties. Expediting administrative duties in direct support of work-related functions.
 - d. Professional Development. Communicating with individuals or professional organizations regarding professional and career development.
 - e. Personal Use. As with telephones, email and internet access are intended for fast and efficient communications. However, personal use of email, social media and the internet should be limited in the same manner as local telephone calls so as not to interfere with the employee's duties. Any opinions stated on personal emails or social

media sites will be clearly marked as personal opinions and not necessarily the opinion of Gunnison County. Personal use of electronic communications systems will be determined by the appropriate department head.

- (d) **Use Violations.** No person shall use County communications systems to:
- Violate any municipal, county, state or federal law or regulation.
 - Promote any commercial venture, political campaign, or personal purpose.
 - Raise funds or engage in public-relations activities that are not directly related to County business.
 - Intentionally disrupt network or system use by others, either by introducing worms or viruses or by other means.
 - Engage in any activities that could cause congestion and disruption of networks and systems, such as sending or forwarding spam, joining news subscription services, streaming audio or video, and sending or receiving graphic or animation files not directly related to County business.
 - Download, send, or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without authorization and prior consent.
 - Transmit, store, or receive with foreknowledge any pornographic, racist, sexist or harassing material.
- (e) **Privacy and Security.** Employees should have no expectation of privacy regarding the use of electronic media through electronic communications systems hardware and software owned by the County. Any information or data contained in any electronic system owned by the County is available to the County at all times and may be subject to audit, intercept, access and disclosure for reasonable purposes, including discipline by the County. In addition, the County reserves the right to monitor, including monitoring in real time, any use of electronic media through electronic communications systems hardware and software owned by the County.
- (1) **Public Record.** Correspondence of an employee in the form of email and/or social media may be a public record under applicable public records laws and County policies.
- (2) **Access.** The County reserves the right to implement the use of electronic tools that monitor and/or restrict the transmission of email and the use of the internet. Further, the use of passwords for security does not guarantee confidentiality. No unauthorized password protection or encryption mechanism may be used without prior approval of the employee's supervisor or the IT Department. Notwithstanding the County's right to retrieve and read any electronic communication messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees may not retrieve or read any electronic communication messages that are not sent or copied to them unless authorized to do so. Employees shall not use a code or password, access a file or system, or retrieve any stored information of other users, unless the employee is authorized by his/her supervisor, the County Manager, or the County Attorney to do so.
- (f) **Disciplinary Action.** Violation of these policies may subject an employee to discipline up to and including termination.

5-2 Smoking Prohibition – County Facilities and Vehicles. Tobacco use remains the leading cause of preventable disease and death in the United States. According to the United States Surgeon General, there is no safe level of exposure to secondhand smoke. Research indicates that a majority (70%) of tobacco users want to quit, and policies that prevent smoking have been shown to increase productivity while reducing employee medical costs and time lost due to sick days.

- (a) **Smoke.** Particles released into the air from pipes, cigars, cigarettes and/or electronic smoking devices.
- (b) **Smoking.** The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.
- (c) **Electronic Smoking Devices.** Any device that when activated emits a vapor, aerosol, fume or smoke to deliver nicotine or any other substance to the person inhaling from the device, including but not limited to e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs, inhalant delivery systems or any other similar product by any other name or descriptor. An electronic smoking device includes any component, part or accessory of such device whether or not sold separately, regardless of nicotine content or any other substance intended to be vaporized or aerosolized for human inhalation during the use of the device.

- (d) **Facilities.** Physical buildings/structures under the control of Gunnison County whether such property is owned or leased.
- (e) **Perimeter.** Gunnison County strives to promote public environments that are free from the effects of smoking. Therefore, smoking and/or the use of electronic smoking devices is not permitted within 30 feet of any Gunnison County facilities by all persons, including but not limited to employees, agents, subcontractors, interns, volunteers and visitors. County employees with the authority to hire subcontractors and vendors are responsible for ensuring that they adhere to this policy.
- (f) **Smoking During Job Duties.** Employees are prohibited from smoking during the performance of their duties. This prohibition does not include lunch breaks and rest periods taken further than the perimeter defined in Section 5-2(e).
- (g) **Vehicles.** Smoking is prohibited within vehicles or equipment leased or owned by the County.
- (h) **Neighbors.** Gunnison County intends to maintain good relationships with its facilities' neighbors. Therefore, trespassing, loitering or littering on neighboring properties to smoke during the course of employment is prohibited.
- (i) **Cessation Assistance.** Gunnison County is committed to supporting employee efforts to quit smoking. Cessation resources and support are available to employees through the County website, the Human Resources office, and the Health and Human Services Department. Employees can also call the Colorado Quitline at 1-800-QUIT-NOW (1-800-784-8669). For the purposes of cessation, the use of FDA-approved nicotine replacement therapy products, including patches, gum or lozenges is permitted under this policy.
- (j) **Non-Compliance.** Violation of this policy by employees may be cause for disciplinary action up to and including termination.

5-3 Drug and Alcohol Policy. Gunnison County has adopted a drug-free workplace policy with the goal to foster a work environment free from the effects of illegally used or possessed drugs and alcoholic beverages. Abuse of drugs and alcohol impairs employee judgment resulting in increased safety risks, employee injuries and faulty decision-making.

Gunnison County supports treatment efforts related to drug and alcohol abuse. Among other treatment options personally sought by any employee desiring assistance or information, employees may receive consultation, advice and referrals via the Employee Assistance Program (EAP). Information relative to the EAP is available on the County's website and in the Human Resources office.

Important: Some Gunnison County departments may have additional procedures over and above those listed below in order to comply with state or federal rules/regulations/laws. For example, positions requiring the operation of a commercial motor vehicle or aircraft are subject to the most current drug/alcohol regulations and procedures established by the Department of Transportation. **Those laws, regulations and procedures will prevail in any conflict with the policies outlined below.**

- (a) **County Premises.** Except as expressly permitted in this Section 5-3, employees shall not manufacture, distribute, dispense, possess, use, sell, gift or transfer alcohol or controlled substances on any County premises or worksite at any time, or work after the apparent use of alcoholic beverages or controlled substances, except that an employee may possess or use non-prescription medications if he/she does so to address a medical need that requires treatment during working hours or on County property and in accordance with the manufacturer's or dispensing pharmacy's directions for use of such medication(s). Exception: Possession and consumption of alcohol are permitted on County premises during County-hosted events with prior approval by the County Manager, as outlined in Gunnison County Resolution #2019-14.
- (b) **Pre-Employment Testing.** Employees who are required to perform duties that involve the use of certain equipment or the following of procedures which may have the ability to negatively impact other persons' safety are subject to pre-employment and periodic drug and alcohol testing.
- (c) **Prescribed Drugs.** Excluded from the policy are prescribed drugs when used in the manner, combination and quantity either as directed by a prescribing health care provider or dispensing pharmacy, unless job performance could be affected such that the employee is unable to perform his/her job duties or poses an undue risk to fellow employees or the public. Employees who must use a non-prescription or prescription drug that may affect their ability to perform work in a safe and/or effective manner must notify their supervisor prior to starting work. The supervisor need not be told what the drug is or what it is being taken for, only how it may affect the employee's work

performance. Employees must present a completed Medical Exception Form, available via the County website or Human Resources, to their supervisor when notification is made.

- (d) **Marijuana.** Marijuana, whether for recreational or medical purposes, is not a prescription drug and is considered a prohibited controlled substance under these policies.
- (e) **Operation of Vehicles and Equipment.** At no time will an employee operate a County vehicle, a private vehicle used for County business, or County equipment if the employee is or is reasonably suspected of being impaired by drugs and/or alcohol, as determined by the employee's supervisor, department head, or the County Manager.
- (f) **Drugs/Alcohol Influence and Violations.** All employees are expected to report to work in a fit mental and physical condition to perform their assigned duties. An employee shall not report for work or remain on duty while consuming, possessing or being under the influence of drugs and/or alcohol, except as expressly permitted by this Section 5-3.

If an employee appears to be affected by or under the apparent influence of drugs or alcohol while in the workplace, the employee may be required to submit to drug or alcohol testing. Refusal to submit to requested drug or alcohol testing will be cause for disciplinary action up to and including termination. Employees should also not consume any drugs/alcohol after being required to test and before testing is complete. See Section 5-3(g) and Section 6 for further detail.

Any employee who is convicted of a criminal offense involving drugs or alcohol that occurs in the workplace, in a County vehicle, or during the performance of the employee's job duties must notify the County Manager within one business day of such conviction or plea. If an employee is found in violation of this policy, if required testing confirms drug/alcohol use, or if an employee is convicted or pleads guilty or no contest to drug/alcohol related violations while in the workplace, they will be subject to disciplinary action up to and including termination.

If an employee has a reasonable basis to suspect that another employee is in violation of this policy, the employee shall report his/her suspicions to his/her supervisor. If the supervisor is not available, the employee shall report the concern to Human Resources. All such reports shall be held in confidence to the extent permitted by law. The supervisor or Human Resources shall take immediate steps to ensure compliance with this policy. Any employee who makes a false report to a supervisor under this paragraph may be subject to discipline, up to and including termination.

(g) **Reasonable Suspicion Testing Procedures.**

(1) **Authority to Test.** Gunnison County may require an employee to submit to alcohol or drug consumption testing if the County believes that the employee is or has been under the influence of drugs or alcohol on the job or if work performance appears to be impacted by drug or alcohol use. Gunnison County will pay for the initial testing, and such testing may include not only for drug or alcohol use on the job but also use during off-work hours. Supervisors, or their designated representatives, are authorized to determine, that alcohol or drug testing should be conducted. An employee may be suspected of alcohol and/or drug consumption based on the appearance of symptoms including, but not limited to:

- a. **Appearance.** Flushed complexion, disheveled hair/clothing, tremors, puncture marks, dilated/constricted pupils, profuse sweating, bloodshot eyes, inappropriate wearing of sunglasses, runny nose/sores, dry-mouth symptoms, etc.
- b. **Behavior.** Violation of a safety rule or other unsafe work incident; incoherent, slurred, silent, confused, slowed or whispering speech; confusion, mood swings, euphoria, lethargy, lack of coordination, paranoia, disorientation, etc.
- c. **Motor Skills with Balance, Walking or Turning.** Swaying, falling, staggering, stumbling, reaching for support, etc.

(2) **Time Limits and Testing.** If determined that there is cause for testing, testing procedures will begin immediately unless circumstances render it impossible or impracticable to do so. The suspect employee will continue in a paid status, but will not return to work until after negative drug and/or alcohol test results are received by their supervisor, or until the employee is directed to do so subsequent to the County Manager's determination of action following any non-negative drug and/or alcohol test results.

(2) **Test Results.** The suspect employee must provide, via the appropriate Health Insurance Privacy and Portability Act (HIPAA) release form(s), permission for Gunnison County to receive and discuss test results with the testing facility and any subsequent counseling details with the substance abuse counselor, if one has been assigned. Failure to provide

this permission will subject the employee to disciplinary action up to and including termination, and the employee will not be permitted to return to work until a determination is made by the County Manager as to what action(s) will be taken. An employee MUST have a current doctor's prescription and MUST be under the prescribing doctor's care if taking any type of prescription medicine that can create impairment. If an employee tests positive and cannot produce a valid current prescription filled prior to and consumed according to physician directions, the test will report a positive result and may require further evaluation.

(3) Delayed/Refused Testing. At the County Manager's discretion, the employee may be suspended with or without pay pending the determination of additional actions, up to and including termination.

(4) Periodic Testing Following a Positive Result. Any employee who has been found to be in violation of this policy may be subject to periodic unannounced testing for up to one year following the most recent violation or a date recommended by their assigned substance abuse counselor, whichever is longer.

5-4 Use of County Property.

(a) Employee Responsibilities. It is the duty of every County employee to protect and conserve County property. All employees shall use County-owned property and equipment for County-approved purposes only. Gunnison County reserves the right from time to time to reasonably search any property owned by the County, with or without notice.

(b) Hard Keys and Access Badges. Pursuant to Policy #5.1.1 (Hard Key and Access Badge Issuance/Replacement/Return), all hard keys and access badges with access to Gunnison County facilities are the sole property of Gunnison County, and access to County facilities shall be limited to personnel whose work requires it. Employees who are issued keys or access badges are required to read Policy #5.1.1 and sign the Receipt for Keys or Access Badges form. These documents can be found on the staff intranet.

(c) Overnight and Long-Term Parking Prohibition. Pursuant to Policy #5.1.2 (Overnight and Long-term Parking Prohibition), overnight and/or long-term parking of personal vehicles in County parking lots adjacent to County buildings located within the City of Gunnison, specifically those adjacent to the Blackstock Government Center, Family Services Center, County Courthouse and fairgrounds facilities, is not permitted without the prior written approval of Gunnison County.

5-5 Outside Employment.

(a) Incompatibility. No County employee shall engage in any outside employment or other activity that is a conflict of interest (see Section 5-6) with the proper discharge of the employee's County office or position. Employment outside the County may be reviewed by the appropriate department head and the employee may have to terminate his/her outside employment activities to maintain their employment with the County.

(b) Multiple County Positions. No County employee shall hold more than one position concurrently within the Gunnison County personnel structure without prior approval of the appropriate department head, Human Resources, the Finance Director and the County Manager.

5-6 Conflict of Interest.

(a) No Conflicts of Interest. The County shall strive to promote public confidence in government by assuring the people of Gunnison County of the impartiality and integrity of County employees. As such, all employees will strive to ensure that their actions do not present a conflict of interest. The failure to avoid or to address conflicts of interests may be grounds for discipline, up to and including termination.

(b) Business Interests. It shall be a conflict of interest for a County employee or a member of the employee's family (see glossary for definition) to have a personal financial interest in any business transaction with or involving the in County, unless such transaction is unrelated to the employee's position and job responsibilities and does not involve the department or office in which the employee works. In the event of such a conflict, the employee shall immediately disclose the financial interest to the appropriate department head or to the County Manager and refrain from engaging in any conduct that could influence or be perceived to influence any County decisions regarding the transaction in which the employee or a member of the employee's family has a financial interest.

- (c) **Compensation and Gifts.** Pursuant to Colorado Constitution Article XXIX , C.R.S. §24-18-101 *et seq*, and the State of Colorado Independent Ethics Commission (IEC) guidelines, local government employees and elected officials are prohibited from soliciting, accepting or receiving any gift or other things of value having either a fair market value or aggregate actual cost greater than valued in excess of \$65 (or as adjusted for inflation every four years by the IEC) in any calendar year, with limited exceptions. Gifts may take many forms and can include travel, discounted purchases, favorable loan conditions, etc., and many decisions by the IEC address the issue of whether a given item qualifies as a gift for purposes of Article XXIX. If an individual pays for an item, or otherwise provides consideration, the giving of value in exchange for a thing of value, the item may not qualify as a gift. While family members of covered individuals generally do not fall within the jurisdiction of the IEC, if a gift is given to a spouse or child, it may be prohibited by Article XXIX. For purposes of Article XXIX, gifts may include money, forgiveness of debt, loans, rewards, travel (with some exceptions), promises of future employment (in certain circumstances), favors and services, some forms of honoraria, entertainment, or special discounts not available to others. Exceptions to the gift ban may include campaign contributions; unsolicited items of trivial value (pen, desk set, notepad, calendar, etc.); unsolicited tokens of appreciation (plaque, trophy, etc.); admission to and the cost of food and beverages at a reception, meal or meeting when the individual is participating as a speaker or presenter; travel to conventions or meetings when the offer is made *ex officio*, is related to the person's official duties, is of benefit to the state, the individual is representing the state, or the state pays dues to the sponsoring organization (other exceptions may apply depending on circumstances); gifts from relatives and friends; or bonuses or other incentives or compensation paid in the course of employment.

5-7 Handling Confidential Information. No County employee shall disclose confidential information entrusted to or acquired by the employee by virtue of his/her employment with the County. This includes personal health information protected by the Health Insurance Privacy and Portability Act. For purposes of this Handbook, "confidential information" is defined as information not otherwise public under applicable laws the disclosure of which could cause material harm to the County, a person seeking to do business with the County, or an elected official or employee of the County, or a private citizen who has provided information to the County that the County is required by law to keep confidential.

5-8 Political Activity. County employees may not engage in political activity (including campaigning, fundraising and other partisan political activities) during on-duty hours involving the use of any County property (i.e., telephones, equipment, supplies, etc.), or that impairs their ability to carry out their duties as County employees. If time spent participating in a political activity requires time off work from the County, an employee must use paid vacation, personal leave, earned compensatory time and/or leave without pay that has been pre-approved by the appropriate department head. An employee cannot engage in partisan campaign or political activity while wearing his/her County uniform or badge, or while possessing any other sign, insignia, or item that would suggest that the employee was engaging in political activity in his/her capacity as a representative of the County. Employees must obtain the prior approval of the County Manager before seeking or accepting appointment to public office that would require extended time off work from the County.

5-9 Vehicle, Private Aircraft and Personal Tool Usage. Any employee on County business must comply with the following rules:

- (a) **Seatbelts.** All operators and passengers of Gunnison County motorized equipment and vehicles, and all operators of personal vehicles used for Gunnison County business are required to use safety belts as equipped for that particular vehicle in accordance with state or federal law.
- (b) **Valid Driver's License.** Drivers must have, on their person, a valid driver's license when operating a vehicle.
- (c) **Observance of Traffic Laws.** Drivers and passengers must obey all traffic laws.
- (d) **Loss of License or Insurance Coverage.** If an employee loses his/her driver's license or no longer has insurance coverage as required by law, it must be reported in writing to his/her supervisor immediately.
- (e) **Out-of-State Travel.** All out-of-state travel at the County's expense must be approved by the County Manager in advance of the planned travel (see Section 5-10(d)).
- (f) **Use of Motor Pool and Personal Vehicles.** Except as set forth in this Section 5-9, as well as in Policies #4.3.3 and #4.3.6, employees are required to utilize motor pool vehicles for work-related travel. If an employee is operating a personal or private vehicle in the course of County business,

that vehicle is required to have all insurance coverage required by law.

(1) Proof of Insurance. Any employee who uses a personal vehicle in the conduct of County business will be required to provide to the Public Works Department proof of insurance each January and prior to any travel that is eligible for mileage reimbursement. Proof of a valid driver's license will be required at the date of employment, prior to any travel, and if specifically requested at any time by Public Works or Human Resources.

(2) Employee Responsibility. The County is not responsible for any damages or expenses associated with a personally owned vehicle used in the conduct of County business involved in an accident. If an accident does occur, the County will file any employee medical expense claims with the County Workers' Compensation carrier, but the employee should also file a claim with the insurance carrier that covers the vehicle for any vehicle damage and/or expenses for others involved. Employees should inform their insurance agent of the use of their personal vehicle for County business.

(3) Training. County employees who operate motor pool and/or personal vehicles for County business must attend and complete all driver safety courses currently required by the Public Works Department, and they must have a valid training certificate issued no more than 24 months prior to travel. Additional training may be required for drivers involved in automobile accidents while conducting County business.

(g) Expense Reimbursement. The County will reimburse personal vehicle expenses as set forth in Section 5-10.

(h) County Equipment. Some Gunnison County vehicles are assigned to employees who are authorized to keep the vehicles parked at their residences overnight. In compliance with IRS guidelines, if an employee uses a motor pool vehicle to commute to or from work, such use shall be treated and calculated as taxable income.

(i) Private Aircraft. Workman's Compensation insurance is not available for County employees who operate aircraft in the course of their employment, and the expense of obtaining special coverage for such employees is excessive. Thus, the operation of private aircraft by County employees in the course of their duties for the County is prohibited. This policy shall not be construed to prevent County employees from utilizing the services of commercial charter aircraft or commercial airlines, nor shall it be construed to prohibit the use of private aircraft for private purposes. This does not apply to the operation of unmanned aerial vehicles (drones).

(j) Personal Tools. Any person's tools, defined as those items necessary in the performance of the duties of any County employee and which are supplied by the employee and remain that employee's personal property, shall be covered by the County's insurance carrier against fire, theft, water damage, loss in vehicular accident, building collapse, or other reasonable damage while used and/or stored in or on County property, including County vehicles. The County shall pay any deductible portion of the insurance coverage, so long as the employee has met all other requirements of this Section 5-9.

The employee is required to exercise normal security in the use and storage of those items. The items must be stored in a locked box or locked storage area, and not left unsecured when not in use or when the shop or storage area, office, etc., is closed for business. When stored on or in a County vehicle, such items shall be kept in a locked container (such as a toolbox, briefcase, etc.) and kept out of sight as much as reasonably possible.

The employee must maintain a detailed written inventory of such items, including replacement values, and provide this inventory to his/her direct supervisor.

It is a prerequisite to any benefit under this policy for the employee to report to the Finance office and County Sheriff any damage, theft or loss of a covered item within three working days of discovery of such damage, theft or loss. It shall remain the employee's right to limit the usage of personal items to any other employees of his/her choice. If an employee loans an item to another employee who loses or otherwise caused the item to be lost, the responsibility for replacement shall not be borne by the County except as otherwise provided in this Section 5-9.

5-10 Travel. Policy #4.3.6 (Travel) outlines Gunnison County's policy related to official business travel. Gunnison County's policy is to utilize County-issued purchasing cards for meal, travel and lodging expenses incurred in

the performance of official business. If a department has special circumstances not addressed in these policies, the department head should submit a request for consideration of such circumstances in writing to the County Manager for approval. Failure to obtain any necessary approvals or inability to document expenditures by acceptable receipts may preclude reimbursement of the employee by the County.

(a) Meals.

(1) 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. 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.

(2) 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.

(b) Lodging. The actual cost of a hotel or motel room (single occupancy) will be allowed when incurred in the course of 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, in order to avoid paying sales and/or lodging taxes whenever possible. Employees should use standard business accommodations or lodging similar in cost to standard business accommodations while traveling on official County-related business.

(c) Transportation.

(1) 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 Section 5-9 for information related to proper vehicle usage, or see the Policy #4.3.3 (Motor Pool and Personal Vehicle Policy) for more information.

(2) 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.

(3) 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.

(4) 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 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.

(d) Out-of-State Travel Approval. The County Manager must approve all out-of-state travel prior to the traveler incurring any related expenses, and a completed Out-of-State Travel Request Form should accompany each request.

5-11 Higher Education Degree, Licensing and/or Certification.

(a) Employee Responsibilities at Date of Employment. Gunnison County employees who are employed in a position for which the job description requires a professional license, particular degree, or certification must present documentation verifying such credentials at the time of application for employment.

(b) Employee Responsibilities Prior to Date of Expiration. If the licensing/certification has an expiration date while the employee is in the employment of Gunnison County, the employee must

present the necessary renewal documentation to the appropriate department head prior to any renewal deadline or expiration date.

- (c) **Violations.** Failure to obtain and maintain the necessary licensing/certification by the expiration date may be cause for disciplinary action, up to and including termination (see Section 6). An employee may not provide related services as an employee of the County without required licensing/certification.

5-12 Performance Evaluations. All Gunnison County employees (with the exception of elected officials, the County Manager and the County Attorney) are required to complete an annual individual performance evaluation. When evaluating employees, supervisors should create Individual Success Plans for their subordinate employees based on their job descriptions and the department's Strategic Business Plan measures. Copies of performance evaluations must accompany County Personnel Action Forms and be submitted to Human Resources annually, regardless of whether or not the Personnel Action includes an annual salary merit increase. Copies of each employee's annual performance evaluations are located in their individual personnel files with Human Resources.

5-13 Safety. All Gunnison County employees are required to make safety a vital part of every work effort. Each person is equally responsible for following this policy and for carrying out their work in a safe and proper manner that will protect themselves and their coworkers. All employees should care for and conserve other County resources including equipment, vehicles, building and supplies so that they remain in safe working condition. Further, each employee should inform their supervisor of any job condition or procedure which may be unsafe and a hazard to life, health and/or property.

5-14 Attendance and Punctuality. All employees are expected to be on time and punctual for showing up to work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the business. Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Failure to call in when absent may result in discipline up to and including termination.

5-15 Principles of Ethical Conduct. To ensure that every citizen can have complete confidence in the integrity of Gunnison County, each County employee shall respect and adhere to these fundamental principles of ethical service:

1. Public service is a public trust, requiring employees to place loyalty to the Colorado Constitution, the laws, and ethical principles above private gain.
2. Employees shall not hold financial interests that conflict with the conscientious performance of duty.
3. Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
4. An employee shall not, except pursuant to such reasonable exceptions as are provided by regulation (see Section 5-6(c) for more information), solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee's agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.
5. Employees shall put forth honest effort in the performance of their duties.
6. Employees shall make no unauthorized commitments or promises of any kind purporting to bind the Government.
7. Employees shall not use public office for private gain.
8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
9. Employees shall protect and conserve County property and shall not use it for other than authorized activities.
10. Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official County duties and responsibilities.
11. Employees shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
12. Employees shall satisfy in good faith their obligations as citizens, including all just financial obligations, especially those such as Federal, State, or local taxes that are imposed by law.
13. Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.
14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards promulgated pursuant to this order.

6. DISCIPLINARY ACTION

When management finds an employee's performance to be unsatisfactory or an employee's conduct to be

unacceptable, disciplinary action may be taken. Discipline may range from informal discussion with the employee to immediate discharge, depending on the County's opinion of the seriousness of the situation. Any action taken by management in an individual case should not be assumed to establish a precedent with regard to other employees or the same employee in other circumstances.

6-1 Reasons for Disciplinary Action. This list is not exhaustive. The County may take disciplinary or corrective action for any behavior or performance that does not meet County standards and expectations. This list is not intended to and does not create a property interest in employment.

- Violation of a policy within this handbook;
- Violation of a hiring-department rule, regulation or policy;
- Neglect of duty, (wasting time on the job, loafing, abuse of break privileges, etc.);
- Interference with department operations (interrupting the work of others, etc.);
- Failure to perform assigned duties in an efficient and effective manner;
- Failure to obtain and maintain any required licensing/certification;
- Insubordination (refusal to follow directions, abusive behavior, etc.);
- Discourtesy to the public or co-workers;
- Illegal activity on the job or illegal activity that casts reasonable doubt on the employee's ability to perform the job effectively;
- Failure to comply with job privacy and confidentiality standards;
- Abuse of sick leave or other benefits granted by the County;
- Working unauthorized overtime;
- Falsification of County records including, but not limited to, employment applications, work records, timesheets, etc.;
- Repeated tardiness or absenteeism that exceeds the standard set for other employees under similar conditions;
- Damage to, misappropriation of, unnecessarily risk of, or failure to properly maintain or protect County property, equipment, tools, or material;
- Stealing or negligent use of County money or property;
- Deliberate or careless conduct endangering the safety or wellbeing of self, coworkers or the public;
- Fighting or attempting to fight during working hours;
- Being under the influence of alcohol or drugs while on duty (see Section 5-3);
- Violation of County conflict of interest rules (see Section 5-6);
- Misrepresentation of one's authority to the public;
- Abusing one's authority to secure personal gain, benefits or favors;
- Behavior inappropriate to one's position;
- Covert acts intended to undermine established authority;
- Harassment of coworkers or members of the public;
- Dishonesty; and
- Absence from duty without authorization.

6-2 Examples of Disciplinary Action. The County does not adhere to a progressive disciplinary policy. Any form of discipline that in management's opinion is appropriate may be imposed singularly, successively or cumulatively at the discretion of the appropriate department head. The County may use the actions listed below or any corrective action that the County deems appropriate.

- (a) **Oral Reprimand, Warning, Counseling.** Any appropriate department head or designated representative may orally reprimand, give warning to and/or counsel a subordinate employee.
- (b) **Written Warning.** Any appropriate department head or designated representative may warn a subordinate employee in writing. A written warning should include the specific behavior(s) being addressed, the desired outcome, any timelines assigned for evaluation of performance improvement, and the potential consequences of the employee's failure to meet the stated performance improvement measures. The written warning will become part of the employee's permanent personnel file housed in Human Resources.
- (c) **Suspension.** Suspension for up to a maximum of 10 days is a disciplinary action for misconduct or other acts or behavior that can include, but are not limited to, the examples set forth in Section 6-1. During a suspension, an employee is not paid wages and does not accrue vacation, sick leave, holiday or other fringe benefits. An employee placed on suspension status will not lose previously accumulated vacation, compensatory time, holiday or sick leave balances, and may continue coverage on the group insurance program in which he or she was participating prior to suspension as long as the employee's share of the premiums is paid. Length of service credit will also continue through the period of suspension.

The appropriate department head or designated representative may orally suspend an employee,

thereby ordering him/her to leave the job site. At the appropriate time, the appropriate department head or designated representative shall provide a written notice of a suspension to the suspended employee, stating the grounds on which the suspension is based. The employee who is placed on suspension shall not come to the work site, call the worksite, or use County property (including but not limited to County electronic mail) unless otherwise instructed by the appropriate department head or designated representative. The employee may contact Human Resources regarding his/her employment.

- (d) **Review Status.** As a result of unacceptable conduct or unsatisfactory performance, an employee may be placed on Review Status and given the opportunity to improve or correct performance or conduct, except in circumstances where, in the opinion of the department head or the County Manager, the type of misconduct involved requires immediate disciplinary action. Behavior that may require immediate disciplinary action includes, but is not limited to, conduct that threatens the public health, safety or welfare of a coworker or citizen, racial, religious or sexual harassment, or conduct which may materially harm the financial or policy interests of the County.

(1) **Initial Notice.** Any appropriate department head or designated representative may place an employee on Review Status, which the department head or designee initiates by issuing a Personnel Action Form listing the change in status and the period of time that the status will be in effect. The appropriate department head or designated representative shall also contemporaneously prepare a written Performance Improvement Plan and provide a copy to the employee. The Performance Improvement Plan shall contain:

- The specific employee deficiencies;
- Substantiation of the deficiencies;
- Corrective action to be taken;
- Trainings that might be helpful;
- The deadline for correction of deficiencies; and
- The possible consequences of not making the corrections.

(2) **Employee Responsibilities.** Once the review period begins, the employee must show immediate and continued improvement in order to avoid further disciplinary action.

(3) **Record of Review Status.** The initial notice of placement on Review Status, the Performance Improvement Plan, and all written progress reviews will be made a part of the employee's permanent personnel file housed in Human Resources.

(4) **Determination.** The placement of an employee on Review Status does not prevent Gunnison County from terminating the employee or taking any other appropriate disciplinary action at any time. NOTHING IN THIS SECTION CONSTITUTES AN AGREEMENT OF EMPLOYMENT FOR A SPECIFIC PERIOD OF TIME OR IS INTENDED TO AFFECT THE AT-WILL EMPLOYMENT RELATIONSHIP.

- (e) **Administrative Leave.**

(1) **Description.** Administrative leave is a term for temporary removal from a job assignment. The most common use of administrative leave occurs when an employee is the subject of allegations of misconduct while on the job. In such instances, administrative leave is used to remove the employee from the situation while investigating the allegations. The County may also place an employee on administrative leave pending the resolution of a criminal case, even when the case is not directly related to the job, or for other reasons at the discretion of the County. While on administrative leave with pay, an employee will receive the same wage as if they were actively at work during regular work hours. On administrative leave without pay, an employee may request that he/she be paid compensation by deducting leave time from his/her compensated absence balances (i.e. vacation, personal and/or compensatory time).

(2) **Responsibilities of Employee.** The employee who is placed on administrative leave shall not come to the work site, call the worksite or use County property, including but not limited to email, unless otherwise instructed by the appropriate department head or designated representative(s). The employee will not use County property, engage in any County business, or engage in any work-related activities unless authorized by the County. The employee will remain available for questioning by County-appointed investigators.

(3) **Continuation of Benefits.** Employees who are on administrative leave with pay will continue to be eligible for all County benefits that they normally receive when on regular status. On unpaid administrative leave, vacation and sick leave will not accrue, and

holidays, jury duty and personal leave will not be granted. The County will not make any contribution during the leave without pay period for retirement or group insurance programs. The employee may be entitled to continue participation in all group insurance programs during the leave provided that the employee deposits with the County the amounts necessary to cover the total cost of the premium(s). Information as to availability of continuing participation in group insurance programs may be obtained from Human Resources.

- (f) **Unauthorized Leave.** An employee who is absent from duty without approval shall receive no wages for the duration of the absence and shall be subject to disciplinary action, up to and including termination.
- (g) **Demotion.** If any disciplinary action includes demotion, that decision may be appealed to the County Manager who will make the final demotion decision in his or her sole discretion.
- (h) **Termination.** See Section 7 for all related definitions, rights, responsibilities and procedures associated with employment termination.

EXCEPTION: For disciplinary and due process procedures, Deputies of the Sheriff's Office shall comply with the disciplinary and due process procedure of the Sheriff's Policy and Procedure Manual, as adopted and amended from time to time by the Sheriff.

7. SEPARATION FROM EMPLOYMENT

7-1 Voluntary.

- (a) **Resignation.** If an employee desires to end his/her employment relationship with the County, the County requests that the employee provides written notice including the reason(s) for leaving and then give the document to his/her supervisor. The County asks that the resigning employee provide at least two weeks of notice of the intended termination. Such notice allows sufficient time to collect County property, process monies to which the employee may be entitled, convert insurance, and correctly calculate a final paycheck.
 - (1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time as set forth in this Section 7-1. Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
 - (2) **Vacation.** All eligible employees shall be paid for all accumulated vacation at the time of separation from the County at their then current rate of pay.
 - (3) **Sick Leave.** All benefit eligible employees shall be paid their accumulated sick leave balance based on the following formulas:
 - a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
 - b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
 - c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.
 - (4) **Compensatory Time.** Payment will be made for all non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of resignation, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.
 - (5) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.
 - (6) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County,

and the employee would assume responsibility for payment of all future premiums at that time.

- (b) **Retirement.** Employees may elect to retire in accordance with the provisions of the Retirement Plan. Payment of Retirement Plan benefits shall be governed by the Retirement Plan bylaws (see Section 4-3(c) for more information).

(1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time as set forth in this Section 7-1. Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) **Vacation.** All eligible employees will be paid for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) **Sick Leave.** All eligible employees will be paid their accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) **Compensatory Time.** Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of retirement, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for information regarding such benefits.

(6) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

7-2 Involuntary.

- (a) **Death.** Upon the death of a current employee and receipt of proof by affidavit of a claimant's relationship to the deceased employee, Gunnison County will pay wages and compensation due the deceased employee to the deceased employee's spouse if no personal representative of the employee's estate has been appointed. If there is no surviving spouse, Gunnison County may pay the deceased employee's next legal heir when requested by the heir. If a personal representative has been appointed to the deceased employee's estate and requests payment, Gunnison County will pay the representative. The request of the personal representative takes priority over payment to the surviving spouse or legal heir. Gunnison County will not make payment to a surviving spouse or legal heir if Gunnison County knows that a personal representative has been appointed.

(1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) **Sick Leave.** An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated

sick leave hours (up to 720) x 50% x their current hourly rate.

- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of death, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Surviving beneficiaries should contact Human Resources for more information.

(b) Permanent Disability. Upon separation from employment by permanent disability, as determined the Social Security Administration, employees will be paid as follows.

(1) Final Paycheck. Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.

(2) Vacation. Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.

(3) Sick Leave. An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:

- a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
- b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
- c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of permanent disability, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Employees may convert their basic term or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

(c) Termination of Employment. With the exception of certain employees of the Sheriff, County-initiated terminations may be for any reason (see Section 6), and no termination is final until approved by the County Manager. In some cases, and for the benefit of Gunnison County, other discipline may be used, prior to or instead of termination, to correct a performance problem. Prior to termination, the possibility of transfer or demotion may be explored by the County, but it is not required. However, at the discretion of the County a single incident of misconduct may result in termination.

(1) Procedure.

- a. Intent to Terminate. The employee's department director will complete the Intent to Terminate form (available in Human Resources), and then provide copies of the completed form to the employee, the County Manager and Human Resources.
- b. Review by County Manager. The employee may present their perspective to the

County Manager, without a right to question their supervisor or other employee(s) during that presentation, who will review all information provided by the employee, the supervisor and/or any other employees involved before making a final termination decision. The decision of the County Manager is final, and there is no appeal process involving any level of the organization, including the Board of County Commissioners.

- (2) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
 - (3) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay.
 - (4) **Sick Leave.** Upon termination, an employee will not receive any payment for accumulated sick leave. Terminated employees are not permitted to donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank
 - (5) **Compensatory Time.** Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of resignation, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.
 - (6) **Retirement.** Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.
 - (7) **Life Insurance.** Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.
- (d) **Layoff Due to Reduction in Workforce or Elimination of a Position.** An employee may be subject to a non-disciplinary, involuntary termination through a reduction in workforce, reduction in service levels, or elimination of a position. Such terminations may be due to factors such as shortage of funds or lack of work. In such cases, affected employees shall be given as much notice as is practical. The order of reduction in workforce will primarily be determined by performance.

Any individual whose employment is terminated as a result of a reduction in workforce may apply for a position opening available within any hiring department of the County. The employee shall not be automatically entitled to any preference in hiring. If hired, the individual must meet the minimum qualifications for the position. If rehired, previous periods of benefit-eligible County employment will be included for the purpose of earning longevity-based County benefits unless otherwise denied by a benefit plan document.

- (1) **Final Paycheck.** Employees will be paid for all approved time worked during the current pay period, plus any additional amounts owed for accrued vacation, sick leave and compensatory time (see below). Any monies that an employee owes to the County as of the employee's last approved work day will be deducted from their final paycheck.
- (2) **Vacation.** Payment will be made for all accumulated vacation at the time of separation from the County at their then current rate of pay or the average hourly rate received by such employee during the last three years of employment, whichever is higher.
- (3) **Sick Leave.** An eligible employee will be paid his/her accumulated sick leave balance based on the following formulas:
 - a. Zero through the End of 15 Years of Employment. Employees will be paid for all accumulated sick leave hours (up to 720) x 33-1/3% x their current hourly rate.
 - b. 16 Plus Years of Continuous Service. Employees will be paid for all accumulated sick leave hours (up to 720) x 50% x their current hourly rate.
 - c. Donations to the Sick Leave Bank. Upon separation, an employee may voluntarily donate any portion or all of their accumulated sick leave hours to the Sick Leave Bank provided that the employee would otherwise have been entitled to payment for those donated hours as outlined above.

(4) Compensatory Time. Payment will be made for a non-exempt employee's accumulated compensatory time based upon the employee's current hourly rate at the time of layoff, or the average hourly rate received by such employee during the last three years of the employee's employment, whichever is higher.

(5) Retirement. Retirement benefits are managed by the Colorado County Officials and Employee Retirement Account (CCOERA), and employees should contact CCOERA for related information.

(6) Life Insurance. Employees may convert their basic term and/or supplemental life insurance coverage to an individual policy when leaving their employment with the County, and the employee would assume responsibility for payment of all future premiums at that time.

7-3 Exit Checklist. All employees or their surviving family members shall complete check-out paperwork in Human Resources.

7-4 Return of County Property. An employee leaving County service, for any reason, is responsible for immediate return of all County property obtained or provided during the course of employment. The County may deduct from the employee's check or final paycheck the cost of any items that are not returned when requested or that are damaged or lost by the employee. The County will require the employee to sign a completed Payroll Deduction Authorization Agreement allowing the County to deduct the cost of replacement or repair, as permitted by law. The County may also take all action deemed appropriate to recover or protect its property.

8. DEFINITIONS and FORMS

8-1 Definitions.

- **ADA:** The federal Americans with Disabilities Act, 42 U.S.C. ch. 126 § 12101 et seq.
- **Demotion:** When an employee is placed in a lower-graded position for failure to perform.
- **Department Head:** Refers to the County Manager, the County Attorney, the Deputy County Manager, an elected official or any department director who reports to either the County Manager or the Deputy County Manager.
- **Elected Official:** Refers to a County Commissioner, the Gunnison County Assessor, the Gunnison County Clerk and Recorder, the Gunnison County Coroner, the Gunnison County Sheriff or the Gunnison County Treasurer.
- **Employee:** A person who is hired to perform services for hourly wage, salary or pursuant to an employment contract for Gunnison County. For purposes of these policies, an elected official is considered an employee unless otherwise noted or when there is a conflict with their independent statutory authority.
- **Essential Personnel:** Staff members who are critical to the continuation of key County operations and services. Essential personnel provide services directly related to the health, safety or welfare of the organization or community. The essential personnel designation must be approved by the applicable department head and by the County Manager.
- **Exempt Positions:** Positions within the pay plan that are not eligible for overtime pay or accrual of compensatory time.
- **Hire Date:** Refers to an employee's most recent date of employment (calculated from the first day the employee actively begins working). The hire date does not change during the duration of employment. The hire date(s) will be used to determine an employee's years of service. The most recent date an employee begins actively working plus the dates of any changes in employee status will be used to determine all other County fringe benefits.
- **Family/Relative:** Below are the various definitions for employee family members concerning specific sections of this handbook, per County policy as well as federal and state requirements:
 - **Family Medical Leave Act (FMLA), Hiring and Conflict of Interest:** Employee's parent, child under the age of 18, adult child who is disabled, spouse, partner in a civil union or registered domestic partner with a serious health condition necessitating that the employee provide physical care or psychological comfort.
 - **Active Duty Military Family Leave:** Employee's parent, child or spouse who experiences a qualifying event directly related to being deployed to a foreign country.
 - **Military Caregiver Leave:** Employee's parent, child, spouse or next of kin who suffered a serious injury or illness in the line of duty while on active duty.
 - **Sick Leave Transfer Program:** Employee's spouse, child or parent who has passed away or has a qualifying medical condition.
- **Gunnison County:** The County created and established by Colo. Rev. Stat. § 30-5-129 and the employer

- of all Gunnison County employees.
- **Increase Eligibility Date:** Anniversary of employee’s most recent date of hire, transfer, promotion or demotion.
- **Non-exempt Positions:** Positions in the pay plan which are eligible for overtime pay.
- **Overtime:** Refers to time worked over 40 hours during a scheduled workweek.
- **Pay Plan:** The pay schedule, which lists the pay grade assigned to positions and the pay range assigned to each grade.
- **Policies and Processes:** Unless otherwise stated, refers to personnel policies and processes that clarify the personnel rules and regulations.
- **Position:** A group of designated duties and responsibilities that are assigned to an employee.
- **Reemployment:** Subsequent employment with the County after a period of non-employment by the County.
- **Shift:** Scheduled set of work hours during a 24-hour period of time.
- **Voluntary Leave:** Employee requested time away from work resulting from their choice or decision rather than because of external pressure or force.

8-2 Form List.

<u>Name</u>	<u>Available Location</u>
Direct Deposit Authorization Form	Human Resources, Website
Employee Benefit Enrollment Forms	Human Resources, Website
Employee Benefit Change Forms	Human Resources, Website
Employee Benefit Reimbursement Forms	Human Resources, Website
Employee Information Change Forms	Human Resources, Website
Employee’s Written Notice of Injury to Employer	Human Resources, Website
Employer’s First Report of Injury	Human Resources, Website
Family Medical Leave Application	Human Resources, Website
Fitness for Duty Form	Human Resources, Website
HIPAA Compliant Authorization for Release of Medical Information	Human Resources, Website
Job Description	Human Resources, Home Department
Job Description Template	Human Resources Word Files
Out-of-State Travel Request Form	Website
Personnel Action Form	PAF Department Manager User Guide
Sick Leave Transfer Application	Human Resources, Website
Statement of Safety	Human Resources, Website
Timesheet	Home Department, Finance
Travel Reimbursement Forms	Finance, Website
W-4 Form	Human Resources, Website
Workers’ Compensation Designated Medical Provider List	Human Resources, Website
Workers’ Compensation Forms	Human Resources, Website

ACKNOWLEDGEMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED OCTOBER 5, 2021. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- **EMPLOYMENT WITH GUNNISON COUNTY IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.**
- **THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.**
- **THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE ORGANIZATION'S GUIDELINES.**
- **THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE ORGANIZATION THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.**
- **I RECOGNIZE THAT THE EXECUTION OF THIS ACKNOWLEDGEMENT IS NOT A BINDING AGREEMENT OF EMPLOYMENT.**

Printed Employee Name

Employee Signature

Date