

- 1 - Agenda - Jan 18, 2022
- 2 - Alcohol Beverage Lic_ Red Mountain Liquors
- 3 - Scheduling-Calendar Jan 18 to Feb 22, 2022
- 4a - November 2, 2021 Meeting Minutes
- 4b - Dec 14, 2021 Special Meeting Minutes
- 5 - Consent 1 - Aerial Imagery_Quot for Vexcel Data Product_Sanborn Map Co
- 5 - Consent 2 - VDCI Mosquito Control Renewal Proposal
- 5 - Consent 3 - USFS Appts to GBSGSC
- 5 - Consent 4 - HCCA Appts to GBSGSC
- 5 - Consent 5 - CPW Appt to GBSGSC; N Seward reg & B Diamond alt
- 5 - Consent 6 - Stockgrower Appts to CBSGSC
- 5 - Consent 7 - USDA, FS Modification 1 to MOU 21-MU-11020400-61
- 5 - Consent 8 - CDOT Annual Highway User's Tax Submittal
- 5 - Consent 9 - Road Maintenance Agreement_Colorado Stone Quarries
- 5 - Consent 10 - Ack of CM Signature, CLF Subgrant App
- 5 - Consent 11 - IGA to Disburse HRSA Grant Monies
- 5 - Consent 12 - GC Assessor Extended Appeal Period 2022
- 5 - Consent 13 - PayDHealth Master Services Agreement
- 5 - Consent 14 - Ratif of CM Signature, Hospital Svcs Agreement
- 5 - Consent 15 - Letter of Support for WCU
- 6 - Dos Rios Water System Security Upgrade
- 7 - Public Hearing_License Requiremnets for Contractors_Resolution
- 8b - Dec 2021 Cash Transfer Report
- 8c - Sales Tax - LMD Reports
- 9 - Treasurers Report
- 10 - Boundary Line Adj_Hugo Living Trust_Spann Ranches
- 11 - Resolution Establishing Precinct boundaries
- 12 - City of Gunnison Annexation Presentation
- 13 - Appointment to Rural Welcoming Initiative Committee

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 18, 2022

Page 1 of 3

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Alcohol Beverage License #15-15264-0000; Red Mountain Liquors Inc dba Red Mountain Liquors; Effective 12/20/2021 - 12/20/2022
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:32 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes Approval:
 1. November 2, 2021 Regular Meeting
 2. December 14, 2021 Special Meeting
 - 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. Quotation for Vexcel Data Product (VDP); Sanborn Map Company; \$40,562.31
 2. 2022-2024 Contractual Service Cost Agreement; Vector Disease Control International, LLC; Mosquito Management Services; 1/1/2022 – 12/31/2024; \$100,587.66 for 2022, with a 2% annual price increase
 3. Acceptance of Appointments; US Department of Agriculture, Forest Service for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Darren Long, Alternate Member Matt Vasquez
 4. Acceptance of Appointments; High Country Conservation Advocates for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Sue Navy, Alternate Member Matt Reed
 5. Acceptance of Appointments; Colorado Department of Natural Resources, Colorado Parks and Wildlife for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Nathan Seward, Alternate Member Brandon Diamond
 6. Acceptance of Appointments; Gunnison County Stockgrowers for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Greg Peterson, Alternate Member Burt Guerrieri
 7. US Department of Agriculture, Forest Service Modification #1 to Memorandum of Understanding (MOU) # 21-MU-11020400-061; Grand Mesa Uncompahgre & Gunnison (GMUG) National Forests; Change in Forest Service roles
 8. Colorado Department of Transportation; Annual Highway User's Tax Submittal; Certified Mileage as of December 31, 2021
 9. Road Maintenance Agreement; Colorado Stone Quarries, Inc.; Maintenance Services in Exchange for Commercial Use of the Marble Quarry Road; 1/1/2022 – 12/31/2026
 10. Acknowledgment of County Manager's Signature; Certified Local Government (CLG) Subgrant Application; Gunnison County Historic Preservation Commission; Somerset Survey; \$22,000
 11. Intergovernmental Agreement to Disburse US Department of Health and Human Services Health Resources and Services Administration (HRSA) Grant Monies to Increase COVID-19 Vaccine Access; 2/1/2022 – 7/30/22; \$35,000
 12. Gunnison County Assessor Request for Use of the Alternate Protest Period for 2022

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 18, 2022

Page 2 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
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13. Master Services Agreement; PayDHealth, LLC; Effective Date thru 3 years thereafter; One-time Charge of \$15,000, Case Management Fee of 30% of Alternate Funding Contribution (AFC), \$125,000 Max. Fee Charged per Prescription Drug Claim per Plan Participant per Year
14. Ratification of County Manager's Signature; Hospital Services Agreement; Gunnison Valley Hospital; For Healthcare Services to Health Plan Benefits Plan Members; 1/1/2022 – 12/31/2022
15. Letter of Support Request; Western Colorado University; For Economic Development Administration (EDA) Grant Application

- County Manager's Report
 1. Broadband Project Grant Match
- Deputy County Manager's Report and Project Updates
 1. Dos Rios Water System; SCADA Computer Security Upgrade

- 9:00 am
- Public Hearing; License Requirements for Building Contractors
 1. Resolution; A Resolution Adopting License Requirements for Building Contractors

- 9:30 am
- Vouchers and Transfers:
 1. January 2022 Accounts Payable Report
 2. December 2021 Cash Transfer Report
 3. Sales Tax - LMD Reports

- Treasurer's Report

- 9:35 am
- Boundary Line Adjustment; Hugo Living Trust and Spann Ranches; LUC-21-00066

- 9:40 am
- Resolution; A Resolution Establishing Precinct Boundaries for General, Primary, and Congressional Elections in Gunnison County, Colorado

- 9:45 am
- City of Gunnison Annexation Presentation; Three parcels on North boundary of City limits

- 10:15 am
- Appointment to Rural Welcoming Initiative Committee

- 10:20 am
- Gunnison County Boards and Commissions; One (1) Appointment to Gunnison Valley Hospital Board of Trustees; Candidates for Consideration:
 1. Kathleen Gentry
 2. Mark Kaufman
 3. Polly Oberosler

BREAK 5 min

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES SPECIAL MEETING:

- 10:40 am
- Call to Order
 - State of Colorado Intergovernmental Agreement #22-17137; Hinsdale County Department of Human Services; To Create New Benchmarks, Performance Standards and Performance Incentives; Effective Date – June 30, 2022; \$6,072.29
 - Adjourn

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, January 18, 2022

Page 3 of 3

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

GUNNISON COUNTY BOARD OF HEALTH:

- 10:45 am
- Call to Order
 - Mental Health Status Update
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 11:15 am
- **Unscheduled Citizens:** 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.
 - **Possible Executive Session Pursuant to Colo. Rev. Stat. §24-6-402(4)(b):** Conference with the County Attorney, Deputy County Attorney or Assistant County Attorney to Receive Legal Advice in Relation to Tyzzer v. Gunnison County, Case Number 21CV30017 (Colo. Dist. Ct.)
 - Adjourn

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

ZOOM MEETING DETAILS:

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

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #15-15264-0000; Red Mount

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Renewal Liquor License renewal for Red Mountain Liquors Inc dba Red Mountain Liquors

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:

Appears legally sufficient. MRH

Reviewed by:

Discharge Date: 1/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 1/18/2022



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #15-15264-0000
to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.

**RED MOUNTAIN LIQUORS INC
DBA RED MOUNTAIN LIQUORS
81 GILLASPEY
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 12.20.2021 - 12.20.2022

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.

Hatty Simillion 1-4-2022 _____
Gunnison County Clerk Date Board of County Commissioners Date

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

**RED MOUNTAIN LIQUORS INC
dba RED MOUNTAIN LIQUORS
81 GILLASPEY
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 15-15264-0000	License Expires at Midnight December 20, 2022
License Type LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 1/3/2022 LSS

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

received
 11-18-2021

**RED MOUNTAIN LIQUORS
 81 GILLASPEY
 Crested Butte CO 81224**

Fees Due		
Renewal Fee		312.50
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		\$

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 or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name RED MOUNTAIN LIQUORS INC			Doing Business As Name (DBA) RED MOUNTAIN LIQUORS	
Liquor License # 15-15264-0000	License Type Liquor Store (county)	Sales Tax License # 15152640000	Expiration Date 12/20/2021	Due Date 11/05/2021
Business Address 81 GILLASPEY Crested Butte CO 81224				Phone Number 9703491472
Mailing Address 81 GILLASPEY Crested Butte CO 81224			Email redmountainliquor@gmail.com	
Operating Manager MOLLY SLOAN	Date of Birth 11-25-69	Home Address 450 Lost River Lane Gunn CO 81231		Phone Number 9706410450
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. 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 <input type="radio"/> No <input checked="" type="radio"/>				
3b. 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 <input type="radio"/> No <input checked="" type="radio"/>				
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)? 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. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				

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 MOLLY MB SCAN	Title owner
Signature <i>[Handwritten Signature]</i>	Date 11.10.21

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 Summit County	Date 11-18-2021
Signature <i>[Handwritten Signature]</i>	Attest <i>[Handwritten Signature]</i>

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

January 18, 2022 – February 22, 2022
As of 1/14/2022

Board of County Commissioners

1. [BOCC Regular Meeting](#)
January 18, 2022, All Day @ BOCC Boardroom
[More Details](#)

2. [BOCC Work Session](#)
January 25, 2022, All Day @ BOCC Boardroom
The topic of this joint meeting is the Mt. Emmons Mine.
[More Details](#)

3. [BOCC Regular Meeting](#)
February 1, 2022, All Day @ BOCC Boardroom
[More Details](#)

4. [Mayors & Managers Meeting - Hosted by City of Gunnison](#)
February 3, 2022, 12:00 PM - 1:30 PM
[More Details](#)

5. [BOCC Work Session](#)
February 8, 2022, All Day @ BOCC Boardroom
[More Details](#)

6. [BOCC Regular Meeting](#)
February 15, 2022, All Day @ BOCC Boardroom
[More Details](#)

7. [BOCC Work Session](#)
February 22, 2022, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

[Holiday - Washington's Birthday - Offices Closed](#)
February 21, 2022 All Day
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
February 15, 2022, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

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Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
February 15, 2022, All Day @ BOCC Boardroom
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the 11/2/2021 regular meeting minutes

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/14/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 2, 2021**

The November 2, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:30 am.

AGENDA REVIEW: No changes were needed.

SCHEDULING: Commissioner Smith informed the Board that Club 20 had called a special meeting for Thursday, 11/4, and that she wanted to attend this rather than the Mayors & Manager's meeting to be held at the same time. Commissioner Roland affirmed that he would be attending the Mayors and Manager's meeting, so this would be fine.

MEETING MINUTES:

1. 8/17 Regular Meeting. On page 2, Item 4, Line 2, Commissioner Smith noted the word "event" needed to be added for clarity in the sentence. **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the 8/17 Regular Meeting minutes, as amended.

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Signature; Contractor Agreement; Ultraswayed, LLC; Specific Annual Benefits Compliance Notices; 10/14/2021-3/1/2022; \$3,000 Release of Landscaping Improvements Agreement for Swiss Holdings, LLC and Alpha Mechanical Solutions, LLC; LUC Permit No 2018-00025
2. Contractor Agreement; Colorado Health Institute; Data and Evaluation Related to the Regional Workforce to Increase COVID-19 Vaccine Access in Southern Colorado; 8/1/2021-7/30/2022; \$40,000
3. Grant Application; Early Childhood Council and Multicultural Resource Services; \$40,000
4. Grant Application; Great Outdoors Colorado (GOCO) Fellowship Program; STOR Corps and Center for Public Lands Support
5. Gunnison County Human Resources Director Employment Agreement; Lauren Trautz; Human Resources Director
6. Grant Award; Community Foundation of the Gunnison Valley; Advancing Equity; \$30,000
7. Acknowledgement of County Manager Signature; State of Colorado, Department of Agriculture Grant #POGG1, BAAA,202200002457; Gunnison County Fairgrounds; 10/18/2021-6/30/2022; \$15,126
8. Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado and Tenderfoot Child and Family Development Center, Inc.; Nursing Services; 1/1/2021-12/31/2021; \$1,200
9. 2021 Emergency Management Performance Grant; \$75,000
10. Commercial Lease Agreement; Eduardo Sanchez d/b/a Sanchez Painting, LLC; 7/1/2021-6/30/2022; \$7,500
11. ~~Agreement for Services between Gunnison County and SITA Information Networking Computing USA, Inc.~~ [This item was removed from the Agenda before the meeting, and the motion carried for only items #1-10. Chairperson Houck requested that this be added to the record.]

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present for discussion.

1. Lauren Trautz selected as the new Human Resources Director. CM Birnie informed the Board of this final selection and noted that Lauren would be starting on December 6th.
2. Library project. CM Birnie asked if the Board had driven by the Library construction area, noting that all the large glulam beams had gone up and the they could now see the design outlines of the building taking shape.
3. Airport project. CM Birnie let the Board know that this project was "plugging along"; they were making some progress finally, but that it was a "challenging project."

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Insurance Liability; Uncompahgre Valley Trail Riders and Gunnison County Sno Trackers. DCM Crosby introduced to the Board Rich Jakino (present in the room), President of Uncompahgre Valley Trail

Riders – a snowmobile group that grooms snowmobile trails in the Cimarron area. She also introduced on Zoom, former Commissioner and the Secretary/Treasurer of Gunnison County Sno Trackers, Phil Chamberland, whose snowmobile group grooms the Kebler Pass area. DCM Crosby explained to the Board that the insurance company, which all the snowmobile clubs use, only offers insurance up to \$1 million, and with the State insurance minimum requirement of \$1,093,000, this meant that the County would carry a liability for the extra \$93,000. She then asked each representative of the snowmobile clubs to explain what they do for the trail system each winter. Each representative explained what is involved in grooming to improve the safety of the trail systems, noting that they typically go well over the amount of contract hours which they are paid for. Both representatives requested waivers for their groups, noting that Gunnison is the only County who had not agreed to the \$1 million policy, and adding that the cost of an extra \$1 million insurance policy would be prohibitive for their clubs.

County Attorney Hoyt explained to the Board that the dollar amount of liability would be increasing again at the first of 2022, and the County would be at an even greater liability. DCM Crosby noted that coming up with a blanket policy for the County in the future would be difficult, because every policy she had seen varied quite a bit for each activity.

After some discussion by the Board regarding upcoming decisions for insurance requirements, Chairperson Houck stated that he believed that, for this specific issue, the grooming would actually relieve some of the liability by making trails safer overall; because of this, he was comfortable with the insurance coverage of \$1 million that each club was able to obtain. With the rest of the Board's support, it was **moved** by Chairperson Houck to accept the certificate of liability insurance for both the Gunnison County Sno Trackers and the Uncompahgre Valley Trail Riders in the amount of \$1 million liability coverage, as suitable and acceptable for the activities they'll be performing in Gunnison County for the grooming season of November 15, 2021 to April 15, 2022. Commissioner Smith seconded, and the motion carried unanimously.

Chairperson Houck then requested that the County Attorney convey the increased amount of insurance required by the State to the grooming clubs, in order for them to work on obtaining adequate insurance if possible for the next grooming season of 2022-2023.

2. Concerning the Colorado Department of Agriculture agreement on the consent agenda for today. DCM Crosby let the Board know that this grant and one other coming in January 2022 represented \$35,000 worth of improvements because of Melody and her staff working hard to qualify for and receive these grants. She expressed her gratitude for the staff and wanted to spotlight their hard work and contributions to the Fairground.
3. Update on Kebler Pass. DCM Crosby explained to the Board that this year's hunting season over Kebler Pass was seeing heavy traffic. It was also starting to snow and she noted that Public Works would keep the pass open as long as possible, closing it over the top if safety became an issue; they would also maintain roads to the forks until weather conditions or lack of staffing began to interfere with the maintenance of other, more traveled roads.
4. Update on Cottonwood Pass. DCM Crosby state that Cottonwood Pass was closed on November 1st. They did not lock the gates, but the closure was posted.

CONTINUED TINCUP STREET VACATION REQUEST; THAT PORTION OF LAUREL STREET ADJACENT TO LOTS 18024, BLOCK 14, AND LOTS 1-7, BLOCK 13, TOWN OF TINCUP; SALLY KUISLE AND LYLE & CHERYL RIEGER (HUMMING BIRD PROPERTIES, LLC):

1. Resolution; A Resolution Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado

Deputy County Manager Marlene Crosby and American Mountain Association HOA representative, Jacob With, were present in the room for discussion; the applicant Sally Kuisle was also present via Zoom.

1. Open of Public Hearing: Chairperson Houck opened the public hearing at 9:00 am, explaining for those present in the room and on Zoom that he would elect to modify this hearing because it was a continued Public Hearing.
2. Public Notice Confirmation: DCM Marlene Crosby noted that they had missed the American Mountain parcel in their initial mailing but this had now been remedied, with certified mailings and returned mail stubs.
3. Identify Ex Parte Communications: No exparte communication was received by the Commissioners. DCM Crosby had received mail and passed this information on the Commissioners, but these had not been answered, and were treated as information for the upcoming, continued hearing.
4. Staff Presentation: Chairperson Houck directed that he wished to hear from staff first, then applicant, then questions from the Board, adding that there would also be an opportunity for public comment. He stated that he did not anticipate the Board would be continuing this hearing past that day's meeting, with all the information given to them in the meeting portfolio for this hearing.

DCM Marlene Crosby began by addressing a question regarding the status of 10th Street access. She presented the Board and Roger Sauerhagen, representative for the American Mountain residents, with a map showing the American Mountain access onto 10th Street. Regarding a locked gate on 10th Street, she found no order from a Board of County Commissioners that vacated any portion of 10th Street, so it was perceived to be open. The gate which had blocked a portion of 10th Street was found by Public Works staff to be no longer there when they had visited Tincup the week before this meeting, and all was accessible to the public.

Regarding a second question put forward in correspondence – "How is American Mountain allowed to block off the access of the two streets [Walnut and Laurel] previously part of the plat of Tincup?" –

- DCM Crosby said she had found no answer when she researched old records; there was no record of a vacation for that usage.
5. Applicant Comments: Applicant Sally Kuisle noted that all her applications were in and ready to go, but requested that the Board not grant a request for a pedestrian easement over the hopefully soon-to-be vacated Laurel Street. She felt that pedestrians walking Laurel would have to backtrack and the access down 10th Street to Walnut Street would have much less rocky slope, with much less debris, and be on an existing path. She also pointed out that the pedestrian access down Laurel would pass within six feet of her cabin steps.
 6. Board Questions: When asked about her observation of the different access areas, DCM Crosby noted for the Board that there was the same connectivity across 10th Street to Walnut, so this was not an issue if Laurel were to be vacated. She also reminded the Board that the engineer had specifically found this Laurel Street area to be the only site for a compliant septic system to be installed for the applicant.
 7. Public Comments: Chairperson Houck then opened the hearing to public comments. American Mountain Association HOA representative, Jacob With, came forward and stated that it would help to preserve a benefit to the public by keeping the pedestrian easement through Laurel. Citing the haphazard way in which Tincup has been settled, he asked the Board to not get rid of an easement that could easily be preserved at no cost to the County.
 8. Acknowledge Correspondence Received: Chairperson Houck stated that, besides the correspondence noted at the beginning of the hearing, he had received something just that morning from Karen Sauerhagen at 8:18 am. He then forwarded this email to the rest of the Board, DCM Crosby, and to County Attorney Matt Hoyt for review, adding that this correspondence covered the same issues and perspectives already presented to the Board.
 9. Applicant Response: Sally Kuisle explained that her cabin was built on part of the road access in the 1950s and she had not chosen to put this cabin in the easement. She also wanted to stress that the access over to Walnut Street would be a much better route.
 10. Close Public Hearing: Chairperson Houck closed the public hearing at 9:23 am.

The Board then discussed the issues, with Chairperson Houck reflecting back to other instances – one was a vacation in Ohio City. His perspective was that each is site specific, and the question remained, “Does it benefit all the people in the community?” He further noted that the Walnut Street access vs Laurel Street did not create a hardship if they did not keep the pedestrian access to Laurel Street. Commissioner Smith also added that she saw a public benefit in finding a way to preserve water quality with a compliant septic system, besides the need to preserve public pathways.

The Board further discussed the history of the Kuisle’s cabin, noting that there had been no due diligence in the County back when the cabin was built. Other discussion highlights included the comparison of the connectivity to Walnut Street compared to the Laurel location, the need for a compliant septic system, lack of records for a past Laurel Street vacation, and problems with a pedestrian easement.

Upon consulting with County Attorney Matt Hoyt on how to approve with a contingency, it was then **moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the street vacation on Laurel Street in the Town of Tincup, with the contingency that, if a variance was not approved by the Environmental Health Board, and a lot cluster agreement for Lots 18-24, Block 14 in the town of Tincup was not granted by the Board of County Commissioners that day, then the street vacation would be held null and void. This motion would also instruct staff to prepare a resolution that reflected the detail of the discussion and decision of the commissioners from the meeting held that day. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; SALLY S. KUISLE REVOCABLE TRUST; LUC-21-00049; LOTS 18-24, BLOCK 14, TOWN OF TINCUP: Due to the complexity of putting contingencies on both the street vacation resolution and the lot cluster, the Board took counsel for some minutes with Community and Environmental Development Director Cathie Pagano, Community Development Administrative Services Director Beth Baker, Applicant Sally Kuisle, and County Attorney Matt Hoyt.

After this discussion, Chairperson Houck then **moved** to approve the lot cluster agreement and declaration LUC-21-000049, lots 18-24, Block 14 in the Town of Tincup, contingent upon approval of a variance by the Environmental Health Board, and to authorize the full Board’s signatures. Commissioner Smith seconded and the motion carried unanimously.

BREAK: Chairperson Houck called a recess in the meeting from 9:49 am to 9:54 am.

2022 WORK PLAN AND BUDGET REQUEST; MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE; \$45,390: Chief Financial Officer Juan Guerra was present in the room for discussion. Also present via Zoom were Marble Crystal River Chamber of Commerce representative, Karen and Larry Good, Christy Villalobos, and Vicki Branson.

CFO Juan Guerra let the Board know that he could see no issues with funding from the lodging tax dollars in the amount of \$45,390, as requested by the Marble Crystal River Chamber of Commerce. Chamber representative Larry Good explained that they are trying to move away from so much of the seasonal motorized vehicle destination, planning instead to develop more of a year-round hub with live events and an artist’s community in their downtown area. Their request included adding staff for hub support, rather than having all run by volunteers only.

After a brief discussion, the Board approved the Chamber’s budget request and added that final approval would come as soon the County’s budget was finalized.

Chamber Representative Larry Good then noted a request also attached to their budget proposal, asking for reimbursement of LMD tax funds to two couples – Karren and Larry Good, and Dave and Linda Adams – who spent their own funds to start up the Chamber. He asked for reimbursement from the surplus of LMD funds for their start-up contributions. Chairperson Houck answered that he would ask CA Matt Hoyt to look into what part of the funds would be permitted to be reimbursable, and then go from there for approval.

CORRESPONDENCE; POTENTIALLY SECURE FEDERAL FUNDING FOR A MULTIAGENCY, LARGE-SCALE CHEAT GRASS MITIGATION EFFORT: Commissioner Liz Smith introduced that she was working with the Gunnison Basin Sage-grouse Strategic Committee (GBSGSC), along with other entities, to acquire funding for a very large-scale cheat grass mitigation effort, as they had recently discovered major intervention would be needed in order to prevent an imminent decline of the Gunnison Sage-grouse. Conversations with Senator Bennett’s office had also led them to believe the Senator may be able to help in terms of federal funding for this. Commissioner Smith asked for the Board’s support in a final letter which would be brought to them at a later date for signing.

Chairperson Smith noted that GBSGSC would also be reaching out to several other entities for partnership assistance in this mitigation, such as the Bureau of Land Management, Gunnison County Stockgrowers, and the Gunnison Basin Sage-grouse Ecosystem Alliance. The committee’s idea would be to first hire a facilitator in advance of any federal funding that might come through, in order to understand how best to proceed and coordinate any mitigation efforts. She added that a request for funding would be forthcoming for this at a later date.

With this information, it was moved by Chairperson Houck to delegate authority to Commissioner Liz Smith to develop a letter of support for this concept and to move that correspondence forward on behalf of the Board of County Commissioners. Commissioner Mason seconded and the motion carried unanimously.

GRAND MESA–UNCOMPAHGRE–GUNNISON (GMUG) NATIONAL FOREST PLAN REVISION COMMENTS: Chairperson Houck reminded the Board that the deadline to submit comments was fast approaching on November 12th. He informed the Board that he would want to present his comments before they were submitted, but these remarks were not yet complete for presentation until next week. He then updated them on his collaboration with local residents and the town of Crested Butte; commenting also on what should be key to the Board’s comments to the forest plan revision. Among the larger issues highlighted were: Gunnison County Public Lands Initiative (GPLI) should be heavily considered; inclusion of the Gunnison Basin Sage-grouse, as much of their range is on forest land; coal and methane capture; cooperation and coordinating with other agencies; the importance of being able to manage new motorized methods of recreation. Chairperson Houck also noted the plan did not adequately address response to climate change, and its economic analysis was focusing only on timber and had not brought recreation and its impacts adequately into the plan. He concluded by asking for the authority to continue to refine and submit comments on behalf of Gunnison County. The Board approved, and it was **moved** by Commissioner Smith, seconded by Commissioner Mason to authorize Chairperson Houck to submit comments on behalf of the Board of County Commissioners to the Grand Mesa-Uncompahgre-Gunnison National Forest Plan. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no citizens present to make comments during this time.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended a Region 10 Executive Meeting. Commissioner Mason explained that Region 10 would be looking at more than marketing localities with the funds that were expected to be coming to them. Instead they wished to focus on growing “livable communities.” This included looking at data tracking and analysis for workforce housing availability, attending housing and entrepreneurial summits and an outdoor recreation conference tied to sustainability, as well as childcare and transportation assessments.
2. Attended an Air Command Meeting November 1st. Commissioner Mason updated the Board on the increased winter flight schedules. Flights for the Winter Schedule starting on December 16th would be daily from Houston on United, running through March 26th. United would also be flying two to three flights per day from Denver. American Airlines would have two flights coming in daily from Dallas, starting December 16th and running through April 4th, with a mid-season change of only one flight per day January 5th through February 16th.
3. Attended a local broadband meeting to discuss the broadband potential between Gunnison and Crested Butte. Commissioner Mason expressed that an expected grant applied for by Gunnison Valley Health had not been received, and so they were currently looking at some federal funding for this area, with the help of Region 10. He reported that the project is ready to start; engineers had submitted estimates and they needed to purchase the fiber already ordered with the help of Gunnison County Electric Association, while they are looking for alternate funding. Commissioner Mason stated the cost would be \$3.5 million from Gunnison to Crested Butte, with another \$400,000 needed for routing from Crested Butte to Mt. Crested Butte, adding that they had found some fiber put in years earlier between CB and Mt. CB which was still workable.

Commissioner Smith

1. Talking with John Norton of the Tourism and Prosperity Partnership Board, regarding Local Marketing District (LMD) funding for Western Colorado University's mountain sports programs. Commissioner Smith reports that they are working out ideas from the perspective of those who actually run the sport programs. She reports that John Norton is excited about this project and both feel they are making good headway.
2. Attended a Counties & Commissioners Acting Together (CCAT) governance meeting November 1st in Keystone. Commissioner Smith explained most of the meeting centered around fine-tuning the mission and the way the organization was structured in terms of governance. She reported there were no huge changes to report, but that she had learned a lot in terms of how to negotiate these types of decisions, within the culture of that organization.
3. Colorado Department of Revenue, Division of Taxation, Public Rulemaking Hearing set for December 2nd. Commissioner Smith advised the Board of this meeting, highlighting the proposed rule to permanently change the definition of rooms and accommodations, which would eliminate the inclusion of campsites. She felt it would be of interest to the Board to weigh in with some written comments, as she felt hesitant to let campsites be permanently struck out. Commissioner Smith then offered to develop comments and have the Board give feedback on it.

Commissioner Houck

1. Meeting nonstop regarding the Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest Plan Revisions. Commissioner Houck explained he had been focused for the last two weeks on attending Forest Service sponsored webinars, reviewing information, and meeting with other neighboring county commissioners in planning comments.
2. Working on Colorado Counties Inc. (CCI) legislative initiatives. Chairperson Houck stated he was working with the CCI staff as well as Elizabeth Lawrence from Summit County on these initiatives dealing with lodging tax and allowable uses for local marketing district funding.
3. Met with the National Forest Foundation and District Ranger Matt McCombs of the US Forest Service. Commissioner Houck let the Board know that this was a meeting to debrief and promote the collaboration between them for growth in Gunnison County.

ORDER CHANGE: Chairperson Houck elected to switch the order of the Executive Sessions, putting the second session first, instead.

RECESS: Chairperson Houck recessed the regular meeting at 10:51 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. §24-6-402(4)(b): CONFERENCE WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS RELATED TO PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO, AND PURSUANT TO C.R.S. §24-6-402 (4)(e)(I): DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS RELATED TO PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO: Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (b), conference with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice on specific legal questions related to property located in Gunnison County, Colorado, and pursuant to C.R.S. §24-6-402 (4)(e)(I), determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations related to property located in Gunnison County, Colorado. The participants in the Executive Session would include the full Board of County Commissioners, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Deputy County Attorney Emilee Gaebler (participating by phone). There would be no contemporaneous record kept. Commissioner Smith seconded the motion, and the motion carried unanimously.

The Board went into executive session at 10:53 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (b) and §24-6-402 (4) (e) (I).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:26 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic in the discussion. Commissioner Smith seconded the motion, and the motion carried unanimously.

Chairperson Houck then let those present know that no direction or guidance was needed.

CHANGE OF AGENDA: Chairperson Houck then noted that there would be no other Executive Session held that day; instead, the remaining Executive Session would be moved to another time.

ADJOURN: **Moved** by Chairperson Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of Commissioners Regular Meeting. Motion carried unanimously. The meeting was adjourned at 11:27 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 14, 2021 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the 12/14/21 special meeting minutes

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/14/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 14, 2021**

The December 14, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson [REMOTE]
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner
Marlene Crosby, Deputy County Manager

Matthew Hoyt, County Attorney
Melanie Bollig, Deputy County Clerk
Matthew Birnie, County Manager [ABSENT]
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Commissioner Mason called the special meeting to order at 8:30 am.

2022 GUNNISON COUNTY HOUSING AUTHORITY BUDGET ADOPTION:

1. **Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-38 [revised number to 2021-002 on the December 21, 2021 agenda] Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.
2. **Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-39 [revised number to 2021-003 on the December 21, 2021 agenda] Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.

ADJOURN: Commissioner Mason adjourned the Gunnison County Housing Authority Special Meeting at 8:35 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Commissioner Mason called the special meeting to order at 8:35 am.

2022 GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET ADOPTION:

1. **Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-40 [revised number to 2021-1 on the December 21, 2021 agenda] Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.
2. **Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-41 [revised number to 2021-2 on the December 21, 2021 agenda] Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.

ADJOURN: Commissioner Mason adjourned the Gunnison River Valley Local Marketing District Special Meeting at 8:37 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Commissioner Mason called the special meeting to order at 8:37 am.

2022 GUNNISON COUNTY BUDGET ADOPTION:

1. **Resolution; Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-42 [revised number to 2021-38 on the December 21, 2021 agenda] Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.
2. **Resolution; Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner

Smith, seconded by Commissioner Houck to adopt Resolution 2021-43 [revised number to 2021-39 on the December 21, 2021 agenda] Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.

- 3. **Resolution; Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-44 [revised number to 2021-40 on the December 21, 2021 agenda] Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.
- 4. **Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022: Moved** by Commissioner Smith, seconded by Commissioner Houck to adopt Resolution 2021-45 [revised number to 2021-41 on the December 21, 2021 agenda] Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022. Motion Carried Unanimously.

2022-2026 CAPITAL IMPROVEMENTS PLAN ADOPTION: Chief Financial Officer Juan Guerra was present to explain the 5-year Capital Improvements Plan. **Moved** by Commissioner Smith, seconded by Commissioner Houck, to adopt the 2022-2026 Capital Improvements Plan. Motion carried unanimously.

ADJOURN: Commissioner Mason adjourned the Gunnison County Board of County Commissioners Special Meeting at 8:44 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION 2021-002**

A RESOLUTION ADOPTING A BUDGET FOR THE
GUNNISON COUNTY HOUSING AUTHORITY
FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of the Gunnison County Housing Authority did on the 7th day of December, 2021, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2022; and

WHEREAS, public notice of such budget hearing was published as required by law on October 21 and October 22, 2021; and

WHEREAS, the Board of the Gunnison County Housing Authority, after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison County Housing Authority have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the budget of the fiscal year beginning January 1, 2022, and ending December 31, 2022, which was considered at the public hearing on December 7, 2021, and finally accepted by the Board on the 14th day of December, 2021, be and the same hereby is approved and adopted as the budget for the Gunnison County Housing Authority for the fiscal year 2022 beginning January 1, 2022, and ending December 31, 2022.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION 2021-003**

A RESOLUTION APPROPRIATING REVENUES FOR THE
GUNNISON COUNTY HOUSING AUTHORITY
FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of the Gunnison County Housing Authority has adopted a budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison County Housing Authority, be and the same hereby are appropriated for the lawful purposed and objectives of the Gunnison County Housing Authority during the 2022 fiscal year:

Gunnison County Housing Authority	<u>\$345,840</u>
Total Appropriations	<u>\$345,840</u>

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION 2021-1**

A RESOLUTION ADOPTING A BUDGET FOR THE
GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of the Gunnison County River Valley Local Marketing District did on the 7th day of December, 2021, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2022; and

WHEREAS, public notice of such budget hearing was published as required by law on October 21 and October 22, 2021; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison River Valley Local Marketing District have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the budget of the fiscal year beginning January 1, 2022, and ending December 31, 2022, which was considered at the public hearing on December 7, 2021, and finally accepted by the Board on the 14th day of December, 2021, be and the same hereby is approved and adopted as the budget for the Gunnison River Valley Local Marketing District for the fiscal year 2022 beginning January 1, 2022, and ending December 31, 2022.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION 2021-2**

A RESOLUTION APPROPRIATING REVENUES FOR THE
GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of the Gunnison River Valley Local Marketing District has adopted a budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison River Valley Local Marketing District, be and the same hereby are appropriated for the lawful purposes and objectives of the Gunnison River Valley Local Marketing District during the 2022 fiscal year:

Gunnison River Valley Local Marketing District	<u>\$3,309,420</u>
Total Appropriations	<u>\$3,309,420</u>

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-38**

A RESOLUTION ADOPTING A BUDGET FOR THE
COUNTY OF GUNNISON, COLORADO,
FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of County Commissioners did on the 7th day of December, 2021, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2022; and

WHEREAS, public notice of such budget hearing was published as required by law on October 21 and October 22, 2021; and

WHEREAS, the Board of County Commissioners, after considering the proposed budget at said public hearing did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of County Commissioners have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the budget of the fiscal year beginning January 1, 2022 and ending December 31, 2022, which was considered at the public hearing on December 7, 2021, and finally accepted by the Board on the 14th day of December, 2021, be and the same hereby is approved and adopted as the budget for the County of Gunnison, Colorado, for the fiscal year 2022 beginning January 1, 2022, and ending December 31, 2022.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-39**

A RESOLUTION APPROPRIATING REVENUES OF THE COUNTY OF
GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING

JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, has adopted a budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, in accordance with the statutes of the State of Colorado:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the County, be and the same hereby are appropriated for the lawful purposes and objects of the County of Gunnison during the 2022 fiscal year:

General Fund	\$17,613,570
Road & Bridge Fund	6,441,080
Human Services Fund	5,275,600
Conservation Trust Fund	60,500
Sales Tax Fund	4,734,270
Land Preservation Fund	611,300
Mosquito Control District Fund	105,380
Sage Grouse Trust Fund	43,800
Risk Management Fund	100,600
Public Health Agency Fund	2,673,860
Public Trustee Agency Fund	95,840
Capital Expenditures Fund	14,388,370
Debt Service Fund	2,000,230
Airport Operations Fund	20,570,450
Gunnison County Sewer District Fund	1,229,440
Gunnison County Water District Fund	444,660
Solid Waste Fund	1,580,120
Gunnison Valley Health Fund	73,642,485
Gunnison Valley Transportation Authority	6,772,580
Internal Service I Fund	3,196,120
Internal Service II Fund	869,390
Internal Service III Fund	<u>3,029,380</u>
TOTAL APPROPRIATIONS	<u>\$165,479,025</u>

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-40**

A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and
 WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2022 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and
 WHEREAS, the Gunnison County Assessor has certified the 2021 total net assessed valuation of \$810,725,290;
 NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2021: :

	General Operating	Tax Abatement	Total
General Fund	13.046	.034	13.080
Hospital Fund (GHCC)	1.082	.000	1.082
Human Services Fund	<u>0.452</u>	<u>.000</u>	<u>0.452</u>
	14.580	.034	14.614
 Total Mill Levy			 <u>14.614</u>

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-41**

A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2022, and ending December 31, 2022, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and
 WHEREAS, the Board has determined that the permanent mill levy of 17.075 mills will raise excess revenues; and
 WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 14.580, plus a refund/abatement mill levy of 0.034 for a total mill levy of 14.614.
 NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of 2.495 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 14th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – [REMOTE via Zoom] - yes, Mason – yes, Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quotation for Vexcel Data Product (VDP); Sanborn M

Action Requested: County Manager Signature

Parties to the Agreement: Sanborn Map Company

Term Begins: when purchased

Term Ends:

Grant Contract #:

Summary:

Purchase countywide 8" aerial imagery, flown 2021, for \$40,562.31.

Fiscal Impact: 40,562.31

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/18/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 11/17/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/19/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 12/7/2021

To: Board of County Commissioners
From: Mike Pelletier, GIS Manager
Date: January 4, 2022
RE: Aerial image purchase



This contract is for new aerial images covering all of Gunnison County. These were flown in 2021 and are 8-inch resolution. Our best imagery to date is 1-foot, flown in 2012. This will be a significant improvement and will include a near infra-red band that is useful for vegetation mapping.

The price is \$40,562.31, which is a very low price and reflects that this was flown for other clients. To contract this ourselves would be over \$100,000. Lucky us!



Corporate Headquarters
 1935 Jamboree Drive
 Suite 100
 Colorado Springs, CO 80920

Phone: 719.593.0093
 Toll-Free: 1.866.726.2676
 Fax: 719.528.5093
 www.sanborn.com

December 20, 2021

Mike Pelletier
 GIS Manager,
 Gunnison County, Colorado
 970-641-7645

Quotation for Vexcel Data Product (VDP)

Data Licensing

- **VDP Gov Base Area Data Subscription** license authorizes the customer to use the VDP data subscribed within the terms of the Vexcel Data Product Subscription Agreement shown in Appendix B. Licensing for this agreement includes:
 - 20cm GSD, 3-Band Aerial Imagery - Orthomosaic Imagery, True Color (RGB) 20cm GSD resolution data, Current imagery, and Post-catastrophe imagery via GIC, Enterprise-wide user access.

Vexcel Data Product Description				
Resolution	Area Size	Format	Collection Timeframe	Accuracy
20cm Wide Area	Base Area 3573 sq. mi.	GeoTIFF	2021 June – November	RMSE _{x/y} = 60cm RMSE _r = 84cm CE ₉₀ = 126cm CE ₉₅ = 150cm

- **VDP Licensed Buyup Options**
 - VDP Gov Base NIR (Optional) - Includes NIR Imagery band, 20cm pan-sharpened imagery band.
 - VDP Gov On-Prem Access (Optional) - This feature allows the subscriber to download the subscribed VDP Wide area data to a local server on-premises. *Requires a VDP data subscription
 - VDP Government Perpetual License Fee (Optional) - VDP perpetual license authorizes the customer to use the On-Prem VDP data subscribed to in this proposal, for the area delineated on the attached map, indefinitely after the first full year subscription with payment of a single conversion fee. Cost is equal to the full annual subscription fees for the data. *Requires VDP Subscription and
 - VDP-ASB Delivery: Public Facing Website (Optional) - Enables subscribers to publish VDP data as a base map on web-based mapping applications hosted by the Subscriber on a single Internet domain. VDP data is limited to tiled imagery, the geographic boundary of the agency, and public users can only access the VDP imagery through a web-based map, not through a download. *Requires a VDP data subscription

Proposed Fees	
Options	County +1mile buffer (3,573 sq. mi.)
VDP Gov Base Area Data Subscription	\$25,011.00
VDP Gov Base NIR (Optional)	\$5,002.20
VDP Gov On-Prem Access (Optional)	\$2,877.03
VDP Government Perpetual License Fee (Optional)	\$3,836.04
VDP-ASB Delivery: Public Facing Website (Optional)	\$3,836.04
Total:	\$40,562.31

List of Deliverables

- Tiled Geo-Tiff files
- Vexcel provided WM(T)S for 12 months

Terms

1. Customer Minimum Terms. Customer's use of the Licensed Content / Licensed Products is governed by the attached Vexcel Data Product End User License Agreement.
 - a. “Licensed Content” and “Licensed Products” means Vexcel Data Product (VDP).
2. Customer Agreement. Customer’s Purchase Order and the Customer Minimum Terms constitute the Customer Agreement between Sanborn and Customer. The parties agree that none of the terms and conditions of Customer’s purchase orders, or any other terms submitted by Customer, will apply to this Agreement. By issuing a Purchase Order, Customer acknowledges and agrees that the purchase of the Licensed Content / Licensed Products will be governed by this Agreement. All Purchase Orders are subject to acceptance by Sanborn. "Purchase Order" means Customer's valid and binding purchasing document accepting this Agreement.

Sanborn’s quote is valid for acceptance for 60 calendar days from the date of submittal. Payment terms shall be 30 days following receipt of Sanborn’s invoices, which will be submitted to MDOT based upon estimated percentage of work completed.

Work Authorization: By signing below, Gunnison County, CO accepts the Sanborn Quotation for Vexcel Data Product (VDP) dated November 17, 2021, acknowledges that it shall be bound by the terms of this Agreement.

Authority to Bind: Each person executing this Agreement represents that he or she has full and legal authority to execute this Agreement for and on behalf of the respective party for which he or she is executing this Agreement and to bind that party and confirms that the undersigned is authorized to enter into this Agreement on Yavapai County’s behalf.

County Authorized Representative	Date

Sanborn Authorized Representative	Date

- Enclosures:
- Appendix A: Project Area of Interest
 - Appendix B: VEXCEL END USER LICENSE AGREEMENT (“EULA”)
 - Appendix C: VDP Product Specifications

Appendix A: Project Area of Interest



Appendix B:

VEXCEL END USER LICENSE AGREEMENT (“EULA”)

AS A CONDITION OF YOUR LICENSE TO USE THE LICENSED CONTENT AS FURTHER DEFINED HEREIN, OR ANY OF ITS PARTS, YOU (“YOU” OR “LICENSEE”) MUST AGREE TO THE FOLLOWING TERMS. LICENSEE’S SUBSEQUENT USE OF THE LICENSED CONTENT WILL BE SUBJECT TO ANY ADDITIONS OR MODIFICATIONS IN EFFECT THE DATE OF THAT USE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT PROCEED, AND DO NOT USE THE LICENSED CONTENT. BY PROCEEDING YOU ARE INDICATING YOUR AGREEMENT TO BE GOVERNED BY THIS END USER LICENSE AGREEMENT (“EULA”) IN ITS ENTIRETY.

THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) APPLIES TO YOUR USE OF THE VEXCEL IMAGING US, INC. (“VEXCEL”) GEOSPATIAL INFORMATION RELATED TO A SPECIFIC GEOGRAPHIC AREA, INCLUDING BUT NOT LIMITED TO, ORTHORECTIFIED IMAGERY, MEASURABLE OBLIQUE IMAGES, 3D ELEVATION MAPS, AND ASSOCIATED METADATA OF SUCH AREAS AND WEBVIEWER (“LICENSED CONTENT”).

This Agreement is entered into by Vexcel and you as the Licensee. By signing or otherwise indicating acceptance of this Agreement or downloading, accessing or using any Licensed Content, you are accepting and agreeing to be bound by this Agreement, as of the date any one of the foregoing activities first occurs (the “Effective Date”).

1. DEFINITIONS. For the purposes of this EULA, the following definitions apply.

- A. “Geospatial Information” shall mean aerial imagery both vertical and oblique, 3D Elevation data such as Digital Surface Models or point clouds created by Vexcel.
- B. “Licensee” or “You” shall mean the user of the Licensed Content.
- C. “Third Party Content” means any content, software or other data that is owned by a Third Party and not owned by Vexcel or its Affiliates.
- D. “Vexcel” shall mean Vexcel Imaging US, Inc.
- E. “Webviewer” shall mean a user interface accessible through either an Internet browser or mobile device which provides access to Geospatial Information and tools to visualize and analyze such.

2. GRANT OF LICENSE. Vexcel hereby grants you a non-exclusive, worldwide, non-transferable, license to the Licensed Content to access and use the Licensed Content as integrated into a Webviewer, product or service provided by a Vexcel authorized integrator (an “Authorized Party”), solely to the extent provided in the agreement between you and the Authorized Party (the “Customer Agreement”).

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with evaluating the Authorized Party's products or services, and not for any other business or commercial purpose, for a period of up to ninety (90) days.

3. RESTRICTIONS. Except as provided in Section 2 above, you will not, and you will not allow any third party to: (a) make, copy, modify, store, access, reproduce, or display the Licensed Content, (b) create any derivatives from the Licensed Content whatsoever, including without limitation, via formatting, editing, and/or data combination; or (b) distribute, sublicense, rent, sell, lease or loan the Licensed Content or derivatives to any third party or display in a public portal; or (c) remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Licensed Content; or (d) extract geographic features, human-made features, persons or animals or related data from the Licensed Content via identification, measurement, and/or analysis, or (e) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Licensed Content.

4. OWNERSHIP AND ATTRIBUTION. The Licensed Content and any other data generated by using the Licensed Content is owned by Vexcel. Licensee hereby consents and authorizes Vexcel to the use of and sharing of Customer Information ("Customer Information" shall mean all information Vexcel deems necessary and/or useful to fulfill its obligations under this Agreement) with Vexcel and its affiliates, and its authorized third parties for the following purposes: (1) to disseminate Customer Information to other Vexcel licensees that are under contractual agreements containing use restrictions with Vexcel; (2) use the Customer Information for new and enhanced features and improvements to the Vexcel databases Vexcel and its authorized third parties shall consider such Customer Information to be confidential and shall treat such information with the same degree of care that it uses to protect its own confidential information of a similar nature.

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6. LIMITATION OF LIABILITY. IN NO EVENT WILL VEXCEL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND IN NO EVENT WILL THE

TOTAL LIABILITY OF VEXCEL AND ITS SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THE LICENSED CONTENT EXCEED \$1,000.00 USD LICENSED CONTENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7. TERMINATION. This EULA will terminate upon termination of your Customer Agreement without further notice to you. In addition, if you or the Authorized Party is in breach of any agreement with Vexcel, Vexcel may immediately suspend your access to the Licensed Content and terminate this Agreement without further notice to you. You may terminate this Agreement at any time by (a) permanently deleting the Licensed Content and derivatives from all devices and systems and destroying any copies on disk, and (b) certifying to Vexcel in writing that all copies of all Licensed Content and derivatives have been deleted or destroyed. Upon termination or expiration of this Agreement, you will (i) stop all uses of the Licensed Content and derivatives; and (ii) if you have not already done so, undertake the actions set forth in subsections (a) and (b) of this Section. The termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of termination.

8. COMPLIANCE WITH LAWS. You are responsible for your own compliance with laws, regulations and other legal requirements applicable to the conduct of your business and this Agreement, and you agree to comply with all laws, regulations and other legal requirements, including, without limitation, all customs and export control laws and regulations.

9. RESERVED

10. GENERAL TERMS. This Agreement constitutes the entire agreement between the parties with respect to access to and use of the Licensed Content and supersedes all previous and contemporaneous agreements, understandings and arrangements, whether oral or written.

A. The failure or delay of either party to exercise any right under the EULA shall not be deemed a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion.

B. Any other provisions contained herein to the contrary notwithstanding, neither party hereto shall be liable to the other party for loss, injury, delay, or damages, or other casualty suffered or incurred by such other party due to governmental regulations or directions, outbreak of a state emergency, Act of God, war, warlike hostilities, terrorism, civil commotion, riots, epidemics, storms, fires, strikes, lockouts, and any other similar cause or causes beyond the reasonable control of the party whose performance is affected by such cause or causes.

C. Licensee shall not assign (by operation of law or otherwise), rent, sell, sub-license, sub-contract or otherwise transfer the EULA or any portion thereof to any other person, firm, or entity without Vexcel's express prior written consent. Any attempted assignment or transfer in violation of this Section will be null and void.

D. In the event Vexcel must seek the services of an attorney to enforce the provisions of the EULA, Licensee shall pay all reasonable attorney's fees, costs and damages incurred by Vexcel, whether such attorney's fees, costs and damages are incurred in or out of court.

E. Any disputes arising out of this Agreement or the performance of Services will be governed, construed, and enforced in accordance with the laws of the State of Colorado, U.S.A., without giving effect to its conflict of law rules. Each Party consents to the exclusive jurisdiction and venue of the state and federal courts located in Denver, Colorado, U.S.A.

F. This Agreement may be amended or supplemented only by a writing that is signed by both parties. This Agreement is drafted in the English language only. English will be the controlling language in all respects, and all versions of this Agreement in any other language are for accommodation only and will not be binding on the parties.

G. The EULA will be binding upon and inure to the benefit of Vexcel and its respective successors and assigns.

H. Licensee hereby grants permission and consent to receive information and notice via facsimile or other electronic mail transmissions from Vexcel.

12. ADDITIONAL TERMS ADDED to EULA

A. VDP Gov On-Prem Access: This feature allows the subscriber to download the subscribed VDP data to a local server on-premises.

B. VDP-ASB Delivery Public Facing Website: Enables subscribers to publish VDP data as a base map on web-based mapping applications hosted by the Subscriber on a single Internet domain. VDP data is limited to tiled imagery, the geographic boundary of the agency, and public users can only access the VDP imagery through a web-based map, not through a download.

C. VDP-ASB Content Perpetual License Wide Area: A non-transferable license to use and retain a single survey of On-Prem VDP Base data subscribed, for the area delineated on the Customer AOI, indefinitely after the first full year subscription with payment of this license fee. The specific survey date if described in the Quote Comment section above. The quantity represents the area in square miles for USA AOIs and km² for outside of the USA.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND FURTHER AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT BETWEEN VEXCEL AND YOU RELATING TO THIS AGREEMENT.

Appendix C: Project Area of Interest

Target GSD	7.5cm	7.5cm	20cm	15cm
Forward and Side Overlap	80%/60% or 80%/55%*	80%/60% or 80%/55%*	90%/30% in panchromatic channel	90%/30% in panchromatic channel
Target Minimum Sun Angle	30 Deg	30 Deg	30 Deg Europe: 1. High Value: 30 Deg 2. Standard: 25 Deg 3. Remoter: 20 Deg	30 Deg
Gyrostabilized Platform	Yes	Yes	Yes	Yes

	Urban Area	Wide Area
Cloud	Over manmade objects as infrequently as is feasible given collection conditions	Over manmade objects as infrequently as is feasible given collection conditions
Cloud shadow	Limited. Not over priority metro centers.	Limited. Not over priority metro centers.
Smoke/fire	Only when persistent (such as a smokestack). Crop burning is also acceptable.	Only when persistent (such as a smokestack). Crop burning is also acceptable.
Snow/ice cover	Free of snow on manmade structures, areas that are covered most of the year e.g. mountain tops	Free of snow on manmade structures, areas that are covered most of the year e.g. mountain tops
Specular reflection	Okay unless manmade structures are impeded.	Okay unless manmade structures are impeded.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022-2024 Contractual Service Cost Agreement; Vect

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Vector Disease Control International, LLC is bringing a 2022-2024 proposal to the BOCC for the renewal of their mosquito management services.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 11/19/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/5/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

**A MOSQUITO MANAGEMENT SERVICES
RENEWAL PROPOSAL FOR:**

GUNNISON COUNTY

JANUARY 5TH, 2022



VECTOR DISEASE CONTROL INTERNATIONAL, LLC



7230 W 118TH PL, Unit C
Broomfield, Colorado 80020
Contact: Chris Kruthaupt
Phone: (970) 641-4249
E-Mail: ckruthaupt@vdcil.net

**GUNNISON COUNTY
2022-2024 INTEGRATED MOSQUITO MANAGEMENT
SERVICES**

**VECTOR DISEASE CONTROL INTERNATIONAL, LLC
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EXECUTIVE SUMMARY

Vector Disease Control International (VDCI) is pleased to offer a proposal for Gunnison County's Integrated Mosquito Management (IMM) Program. We understand that the City seeks to provide the highest quality public services to its citizens. We believe that VDCI has clearly proven our ability to provide exemplary quality, cost-effective services and strong working relationships with the citizens and employees of Gunnison County, Colorado for the past 29 years (operating as originally as Colorado Mosquito Control). VDCI hopes to once again serve Gunnison County for the 2022 through 2024 mosquito seasons.

VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities, districts and residents. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. VDCI successfully achieves your goals by devising Integrated Mosquito Management programs that are innovative, environmentally sound, and cost effective. At all times, we will conduct business through open communication and partnerships with our customers in a manner that meets their objectives and protects both the environment and the welfare of local residents.

Founded in 1992 with the idea of providing municipalities with the products and services needed to run effective mosquito control programs, VDCI now has nearly 30 years experience in the field of public health and manages Integrated Mosquito Management programs for cities and counties across the country.

Vector Disease Control International has designed, implemented, refined and pushed to new technological levels, comprehensive mosquito control and disease surveillance programs based on the sound scientific principles of IPM and the environmental goals of our contracted municipalities. Other important support services offered by VDCI include a diverse informational website, a spray Notification and Shutoff program for citizens, implementation of VDCI's proprietary database, and Geographic Information System software used in daily larval and adult mosquito control operations. These collective services have expanded the scope and depth of the program we offer and have dramatically improved the operations of Gunnison County's Mosquito Control Program.

The following proposal will expand on the high-quality mosquito surveillance, control and supplementary services that VDCI has successfully built and operated for Gunnison County. We value the relationship we have built with the people of Gunnison and again thank you for the opportunity to submit this proposal.

SECTION I. GENERAL CONSIDERATIONS

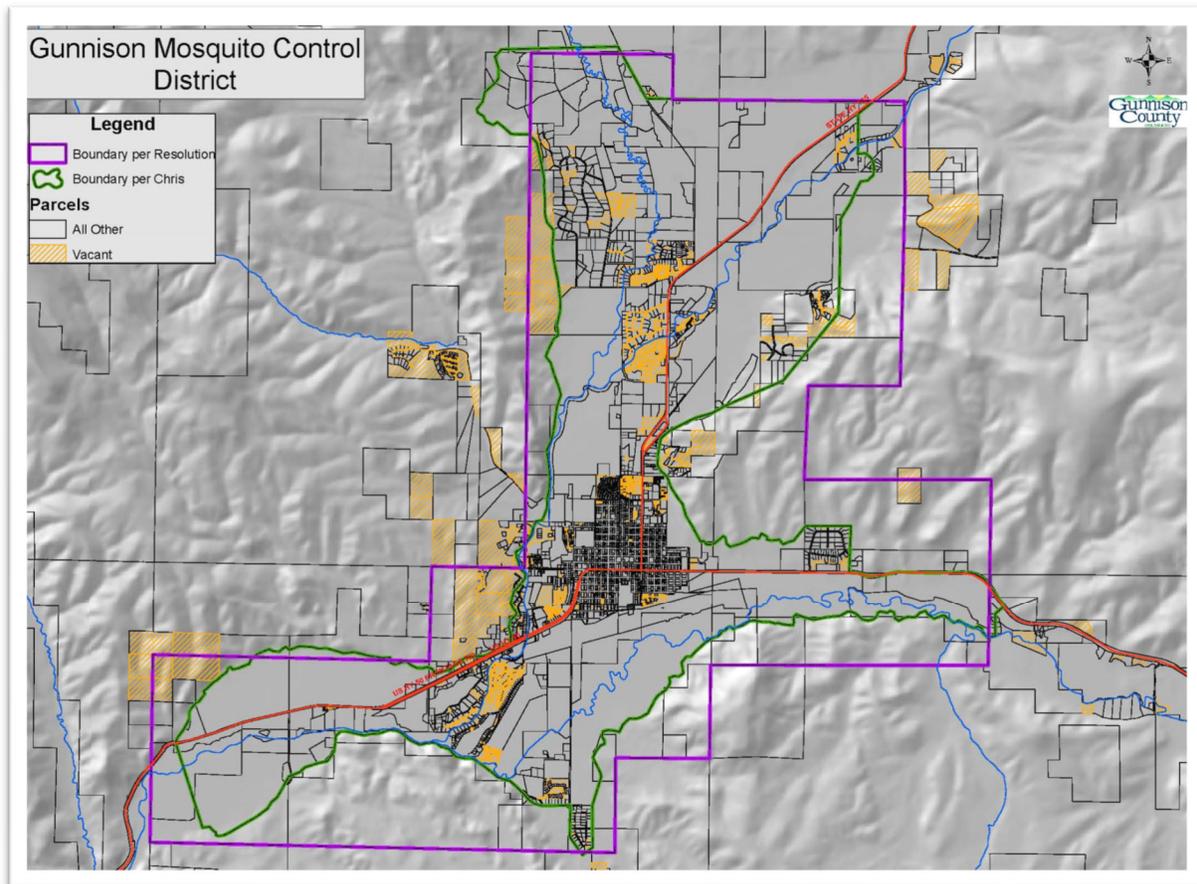
1. PROJECT DESCRIPTION

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for Gunnison County within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in Gunnison County. These principles and practices are based on a sound Integrated Pest Management framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. PROJECT AREA

Vector Disease Control International understands and agrees that Gunnison County Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.



Section II. Integrated Mosquito Control Services Scope of Work

1. LEGAL REQUIREMENTS

VDCI will maintain current licensing and certifications to perform commercial mosquito control services in the State of Colorado.

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 17165). See Appendix 1 for a copy of the License and Endorsements.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International will:

1. Warrant that all services provided will be in a professional and businesslike manner.
2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
4. Provide telephone, facsimile and e-mail communications capabilities.
5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
6. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - A. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- B. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - C. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - D. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - E. VDCI will not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - F. If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the County within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - G. VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
7. If VDCI violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the County.
8. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
9. Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal

injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.

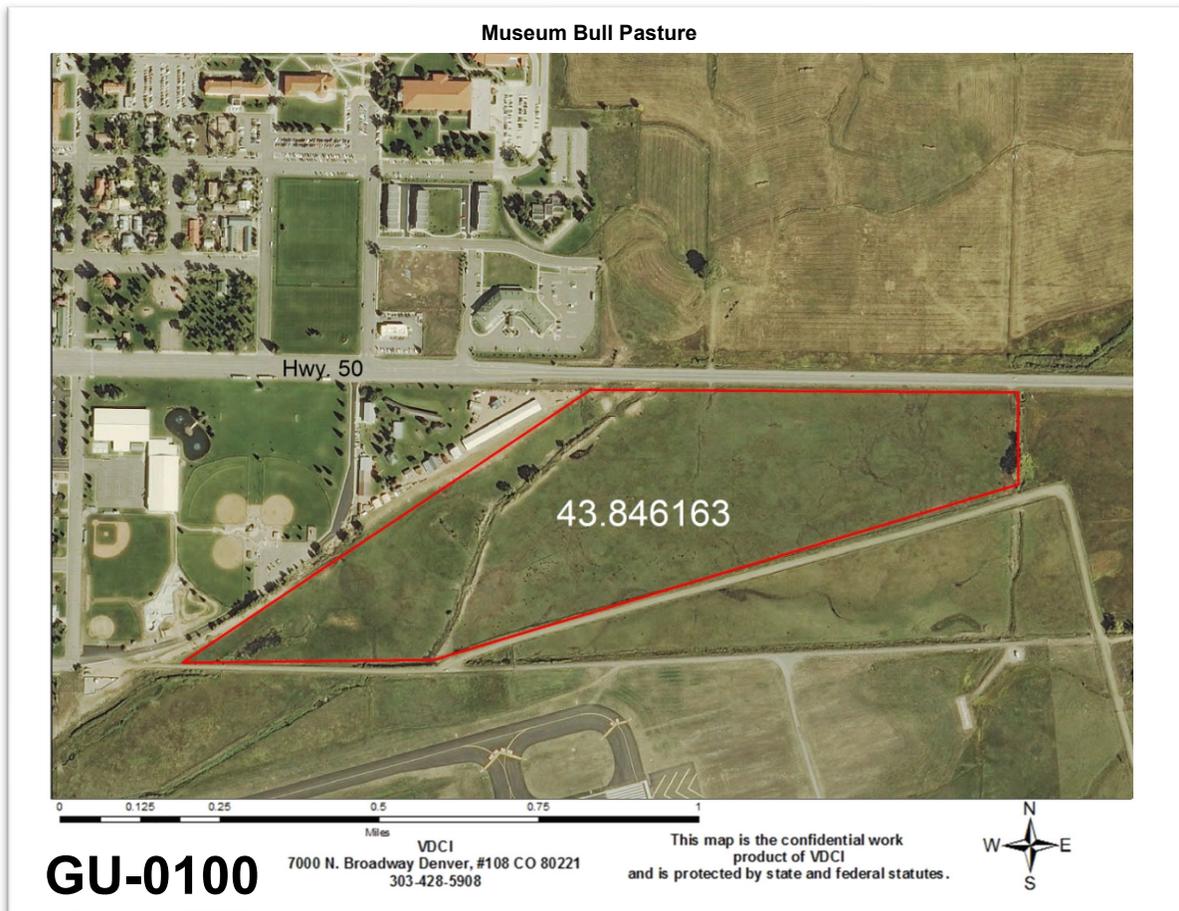
10. Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.
11. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and County officials.
12. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, city, state and telephone number, per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will have proper ID at all times while in the field.
13. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in truck bed separate of passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.
14. All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
15. Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.
16. Provide Labels and SDS for all products used by company upon written request.
17. Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$2 million per occurrence general liability, per occurrence policy including chemical and pollution coverage is required. VDCI shall provide each year a current certificate of insurance ensuring this required insurance coverage with Gunnison County as a named additional insured.

2. SURVEY AND MAPPING SERVICES

VDCI will survey Gunnison County lands designated in Section I. VDCI will develop and maintain mosquito management service-related information in GIS format, and will provide GIS maps indicating mosquito-breeding sites and larval control activity to the City as requested.

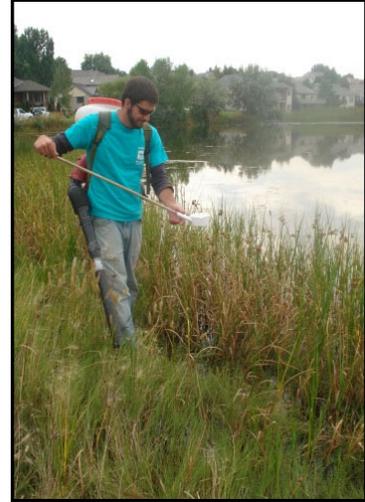
VDCI extensively utilizes ESRI's ArcGIS geographic information system and our own proprietary software for all larval breeding site mapping, call & shutoff location, truck-ULV application routing and much, much more. In our current existing customer larval database VDCI has mapped and cataloged nearly 20,000 potential larval breeding sites.

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then produce larval site inspection route books that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to Gunnison County as requested.



3. LARVAL MOSQUITO SURVEILLANCE AND CONTROL

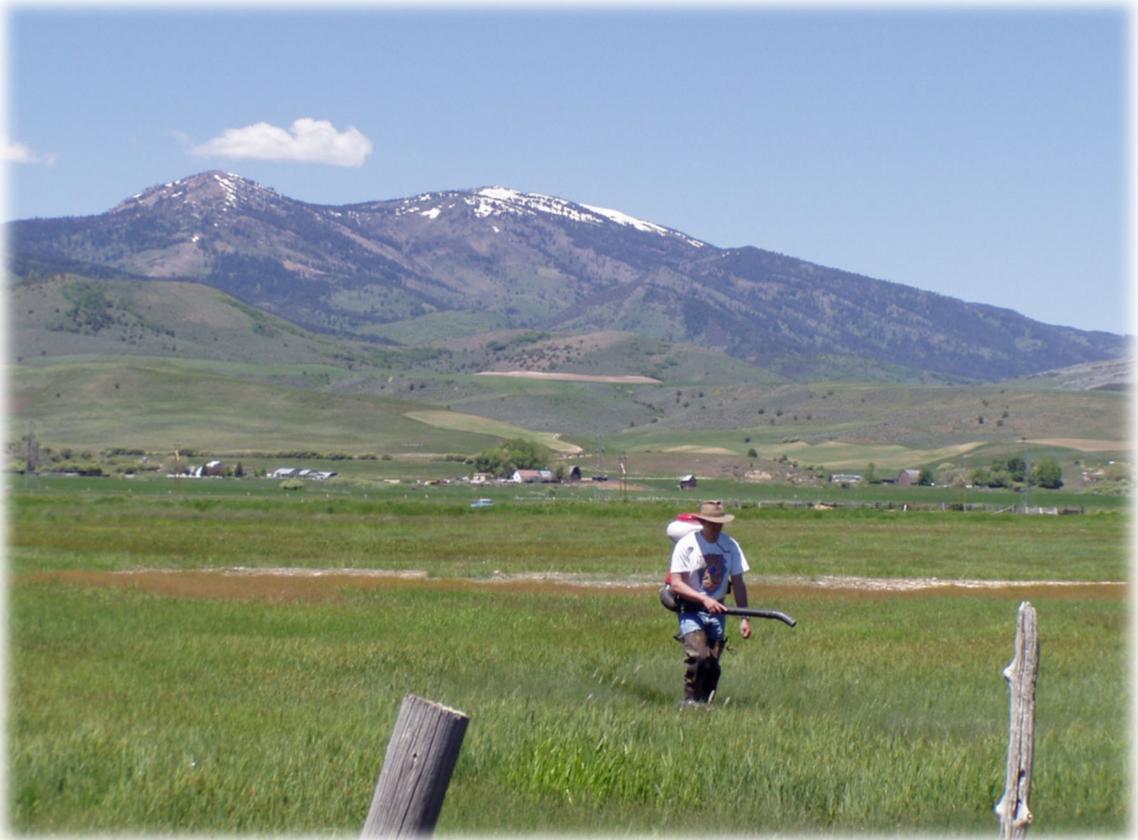
- I. VDCI will devote the majority of staff time to larval mosquito surveillance and control. VDCI has identified larval habitats within Gunnison County Service Area that are inspected throughout the season on a biweekly, weekly or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present and number of larvae present per dip.



VDCI has continually updated our database system and associated GIS data layers with additional new-found breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.

- II. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.
- III. Using our previous years of data collecting in Gunnison County as a base, VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:
 - a. Targeted larval site inspections, as needed, at all previously identified and new found potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.
 - b. As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.

- c. VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.
- IV. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance to site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error.



VDCI'S LARVAL MOSQUITO CONTROL RESOURCES

 **Professional Staff:** VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in Gunnison County. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. Management of the program is led by Chris Kruthaupt, a highly experienced, full-time VDCI employee and a licensed Qualified Supervisor in Public Health (110) through the CO Dept. of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.



 **Equipment:** Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.



 **Infrastructure:** Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.

 **Technology:** VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from Gunnison County and other communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the highest level of control while minimizing the quantity of larvicide being applied to the environment.

4. ADULT MOSQUITO SURVEILLANCE TRAPPING

I. VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting or as requested by an authorized County Representative) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

- a. Weekly trapping at thirteen (8) pre-determined permanent surveillance locations within Gunnison County Mosquito Control Service Area, as illustrated in Section I. Samples may be tested for West Nile Virus in cooperation with Gunnison County and the Colorado Department of Public Health and Environment.
- b. As necessary, VDCI may provide additional trapping with “floater” traps in areas of the County that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)
- c. CDC light traps, baited with dry ice (CO₂), will be used for permanent and floater surveillance trapping operations.
- d. Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI’s lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).
- e. VDCI will maintain trap data via our proprietary database and make it available to Gunnison County Representatives.
- f. All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the CDPHE Current Mosquito Surveillance Plan.



VDCI's MOSQUITO SURVEILLANCE & LABORATORY RESOURCES

✈ **In-House Larval and Adult Mosquito Identification** is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.



✈ **Management:** All VDCI surveillance and laboratory services for Gunnison County are managed by Dr. Michael "Doc" Weissmann. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.

✈ **Personnel:** VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.

✈ **Equipment:** The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.



VDCI owns and maintains more than 100 CDC dry-ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.

✈ **Infrastructure:** VDCI has over 500 sq. ft. of devoted Surveillance Laboratory facilities and an additional 100 sq. ft. of trap maintenance and dry ice storage space. In addition to the above mentioned equipment, VDCI's lab facilities include other important equipment such as a deep freezer, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.

✈ **Technology:** All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

5. ADULT MOSQUITO CONTROL

- I. In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. VDCI has not, and will not subcontract ground-based ULV adulticide applications. All vehicles and equipment used in adult mosquito control operations will be owned and insured by VDCI.

- II. The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:
 - a. Permethrin/PBO formulations such as AquaKontrol, PermaSease 4-4, and Aqua PermX (or other products with similar/less toxicity as approved by the County), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.
 - b. Truck-mounted ULV dispersal will be the primary application method (ATV or hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.
 - c. In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.
 - d. Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:
 - There is an imminent threat of mosquito-borne disease transmission as directed by Gunnison County in cooperation with the Colorado Department of Health and Environment, or
 - When 100 adult mosquitoes are collected from any permanent CDC mosquito trap in a given night, or
 - In other areas of the County not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

III. VDCI will coordinate with Gunnison County officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in Gunnison County Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon County events.

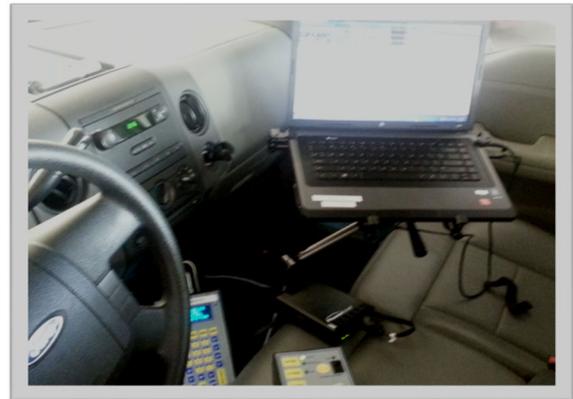
In addition, VDCI will make available to residents of Gunnison County private Barrier applications at an additional per service cost. The price of each application is determined by the size and complexity of the treatment area. *Payment of these private treatments is the sole responsibility of the property owner.*



VDCI's ADULT MOSQUITO CONTROL RESOURCES

✈ **Personnel:** All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 20 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency situation at a moment's notice.

✈ **Technology:** VDCI will use the most advanced truck-mounted ULV application equipment available to provide great accountability in all phases of the application. Several vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at one (1) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, will be produced after each spray operation and provided to the County. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.



✈ **Application Accountability:** Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system has the ability to provide accurate ULV treatments within the designated spray blocks/areas. This technology will be used in Gunnison County during the 2022 – 2024 mosquito seasons.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the

movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

✈ **Equipment and Capabilities:** With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in ONE NIGHT. That equates to over 70 square miles or over 45,000 acres per night. In 2022, VDCI will have more than 20 spray units available throughout Colorado, including at least 3 units based in Gunnison County.

✈ **VDCI's History:** VDCI has extensive experience with emergency and comprehensive adult mosquito control applications. VDCI was the contractor hired by the Larimer and Weld City Departments of Health and Environment, as well as the Cities of Fort Collins, Loveland and Longmont for their West Nile Virus Public Health Sprayings. VDCI not only has the capacity, with respect to equipment and staffing, but possesses the expertise and experience needed when scheduling, planning, and supplying the required materials. VDCI has always been able to coordinate emergency response applications in a moment's notice. We pride ourselves on our ability to meet the needs and specifications of our municipal accounts to successfully achieve the objectives of suppressing West Nile risks, all within accordance of the guidelines set forth by the CDC and Colorado Department of Agriculture.



VDCI's PUBLIC HEALTH EMERGENCY SURVEILLANCE & ADULTICIDE SERVICES

We have included contractual price quotes for additional vector mosquito surveillance trapping and a per mile cost for additional adulticide applications in the event of a large-scale public health emergency. At the request of the County, and in consultation with CDPHE and CDC Ft. Collins, Vector Disease Control International will provide the following Optional Public Health Emergency Services at an additional cost:

CDC Light Trap and/or Reiter Gravid Trap Surveillance

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within Gunnison County.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Cost per trap/night: \$100.00

Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

Ground-based Truck ULV Adulticide Application

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: \$85.00

Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft

VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. PUBLIC OUTREACH & EDUCATION

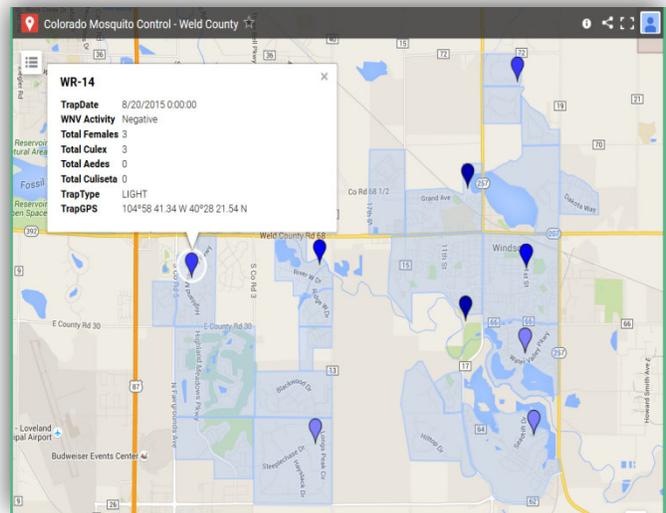
Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving Gunnison County over the years with numerous innovative programs, activities and services as described below.

VDCI WEBSITE

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within Gunnison County.

Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the County and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).



MOSQUITOLINE™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually and as new requests are received from private property owners.
- Request a telephone or email notification when adulticide spraying is planned in and around their neighborhood.

- Report mosquito annoyance areas and request floater traps at their residence.
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.
- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in Gunnison County Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

IMMEDIATE RESPONSE™

VDCI introduced the concept of a 24-hour guaranteed response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service related complaints to Gunnison County.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including; adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24-hours to the satisfaction and standard of Gunnison County.
- VDCI will provide education, either verbally or through printed materials to the complainant in an effort to promote self-management of local mosquito problems.

CALL AND EMAIL NOTIFICATION AND SHUTOFF SYSTEM

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in ArcGIS. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updating of resident information as it is received.

INFORMATIONAL PAMPHLETS AND PRESENTATIONS

VDCI will provide Gunnison County employees, Utility Workers, Senior Citizens and any other “at risk” individuals exposed to mosquito bites from outdoor work, or at higher risk for contracting mosquito-borne illness, with informative presentations or brochures about personal protection, repellents, West Nile Virus activity and ways to reduce mosquitoes by eliminating standing water.

Additionally, these educational fliers and pamphlets are always available to the public and may be distributed at numerous public events each summer.

DAILY POSTING OF ULV SPRAY ZONES

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI’s website: www.vdci.net/colorado

GUNNISON COUNTY

Thursday, August 16
North of Gunnison
Monday, August 20
West of Gunnison
Tuesday, August 21
East of Gunnison

[+ GoogleCalendar](#)

JEFFERSON COUNTY

Wednesday, August 1
City of Westminster: Oakhurst Park trail; Mayfair Park trail; Casa Estates.
Wednesday, August 8
City of Westminster: Cotton Creek area (Vrain/Cotton Creek/Stuart); Casa Estates; Oakhurst Park trail; Ma
Wednesday, August 15
City of Westminster: Mayfair park trail; Oakhurst Park trail.

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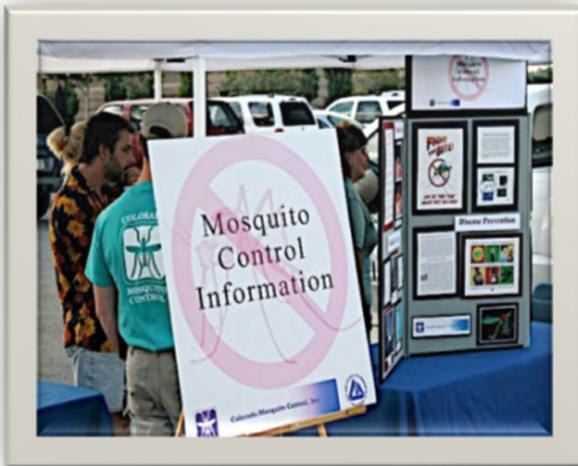


VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. We establish vector management programs that are based on an understanding of the underlying vector’s ecology and rooted in the current science of environmentally sound control measures. To learn more about VDCI services, gain greater insight on the various mosquito species as well as the potential diseases they vector, please subscribe to our blog.

We are committed to protecting public health through excellence in vector management and we are proud to serve your community!

VDCI's PUBLIC OUTREACH PROGRAM & EDUCATION RESOURCES

-  **Innovative Programs:** VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.
-  **Technology:** VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.



7. REPORTING

- I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to Gunnison County, where applicable and as requested by the County, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.
- II. VDCI will provide Gunnison County Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).
- III. VDCI will submit monthly reports of operational efforts during the months of May-September by the 15th of the following month. Monthly reports will include, at a minimum:
 - Updates on disease vector mosquitoes: local, state and national
 - Overall mosquito surveillance operations and breeding site activity
 - Larval control operations
 - Adult control operations
 - Chart all activity:
 1. Larval inspection and control data
 2. Adult surveillance data
 3. Adulticide data
- IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:
 - Mosquito Control Objectives
 - Detailed overview of the previous season
 - WNV, Western Equine Encephalitis and St. Louis Encephalitis overview
 - Larval mosquito surveillance and control
 - Adult surveillance & laboratory results
 - Adult mosquito control data
 - Public relations and education activities
 - Summaries
 - Graphs, charts and data summaries
 - Any other pertinent information

VDCI'S REPORTS AND RECORD KEEPING RESOURCES

- ✈ **Personnel:** VDCI has dedicated office staff to handle all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- ✈ **Equipment and Technology:** VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database and ArcGIS software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.

SECTION III. VDCI KEY MANAGEMENT AND PERSONNEL

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with over 80 years of combined field mosquito control experience, including Board Certified Entomologists.

Christopher Kruthaupt, Operations Manager

Over 25 years experience in all aspects of municipal and rural mosquito control management

B.S. in Biology (1997) - Western State College

M.S. in Water Science (2005) - University of Idaho

Member: American Mosquito Control Association
West Central Mosquito & Vector Control Association

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Jason W. Williams, Regional Director

Mr. Williams has over 20 years of experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and nine years overseeing Regional Operations with VDCI.

B.S. in Biology (1998), Old Dominion University.

M.S. in Biological Oceanography (2000), Old Dominion University.

Member: Virginia Mosquito Control Association (2000-2010) - President (2006-2007)
Texas Mosquito Control Association (2009-Present)
American Mosquito Control Association (2001-Present)

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110
Certified Commercial Applicator – Texas Department of Agriculture

Michael J. “Doc” Weissmann, Ph.D., Chief Entomologist/Surveillance Manager

Over 30 years extensive experience with insect identification, behavior, and public education
Faculty Affiliate in the Department of Bioagricultural Sciences and Pest Management at Colorado State University, Ft. Collins, Colorado

B.A. (1982) and M.A. (1986) in Biology - University of Colorado at Boulder

Ph.D. (1995) in Entomology - Colorado State University

Member: American Mosquito Control Association
West Central Mosquito & Vector Control Association

Licensed: Qualified Supervisor - CO Dept. of Agriculture: Public Health 110, Aquatics 108

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including; mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. REFERENCES

City & County of Broomfield

Lesa Julian, Environmental Services
Superintendent
2985 W. 124th Ave.
Broomfield, CO 80020
(303) 464-5641
ljulian@broomfield.org

City of Fort Collins

Mr. Matt Parker, Resources Management
Supervisor
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2433
MParker@fcgov.com

City of Longmont

Mr. Dan Wolford, Dir. Of Open Space
350 Kimbark St.
Longmont, CO 80501
(303) 774-4691
dan.wolford@ci.longmont.co.us

Town of Parker

Mr. Tom Williams
Director of Public Works and Engineering
20120 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

Additional references will be provided upon request.

SECTION V. PROGRAM COST

At VDCI, we fully understand our customers' need for a professional, reliable and environmentally responsible mosquito control contractor. Hence, we are offering a level service above and beyond the specifications normally required of a mosquito control services provider, such as state-of-the-art technology and GIS mapping, unlimited ground larvicide applications, extensive larval and adult mosquito surveillance, prescription-based adult mosquito control spraying, assistance with public outreach, and full reporting of all applications and quality control measures, for a single yearly cost to the County.

The amount listed is all-inclusive with no additional charges or costs. Because VDCI continues to see significant annual increases in our cost for office leases, liability insurance, pesticide, equipment and labor, we are proposing a 2% annual price increase for 2022. Subsequent annual price increases will be at a fixed 2% rate for the remainder of the contract term (2023, 2024). Please keep in mind that the services offered and the prices quoted here can be discussed so that a program tailored to the specific needs of the County can be developed.

The schedule of total annual cost to Gunnison County for mosquito control services, to include labor, materials, vehicles, equipment, liability/auto/workers compensation insurance coverage, administrative support, and overhead expenses, as detailed in this proposal and subject to subsequent annual renewal is:

2022: \$100,587.66

2023: \$102,599.41

2024: \$104,651.40

<u>Lic. #</u>	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Lic. Expires</u>
39193	EDWARDS	TYLER	D	12/31/2022
License Categories: 101 102 103 110				
39207	GERSTNER	ALISON	K	12/31/2021
License Categories: 101 102 103 110				
39183	HENRIE	JASON	L	12/31/2021
License Categories: 101 102 103 110				
39182	MCBRIDE	NATHAN	K	12/31/2022
License Categories: 101 102 103 110				





X 2. CERTIFICATE OF COMPLIANCE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Gunnison County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Vector Disease Control International, LLC
Company Name

January 5, 2022
Date

Jason W. Williams
Name (Print or Type)



Signature

Regional Director
Title

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

ATTACHMENT "A"

OCTOBER 6, 2021

HOLD HARMLESS, WARRANTY, DISCLAIMER FOR GUNNISON COUNTY

1. Hold Harmless Indemnity Clause:

Vector Disease Control International, LLC. ("VDCI") shall indemnify and hold harmless Gunnison County and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act, intentional or reckless misconduct, or omission of VDCI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. VDCI warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. VDCI shall be liable to Gunnison County for any loss, damages or costs incurred by Gunnison County because of VDCI's duties under this warranty.

2. Warranty & Disclaimer

Vector Disease Control International, LLC. ("VDCI") is engaged in the business of mosquito control and abatement and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequences of some mosquito bites which may include transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because VDCI has not been retained to eradicate the mosquito population, VDCI can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection, before, during or after the completion of the VDCI mosquito control services.

VDCI warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, VDCI makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a

particular purpose. Client understands and agrees that any liability of VDCI regarding the Project shall be limited to negligence of VDCI in the carrying out of its professional services under the contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

VDCI will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Vector Disease Control International, LLC.

3. No private vehicles will be operated in Gunnison County in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place.
(Certificates available upon request)

5. Ownership of Work Product

The parties recognize and agree that Vector Disease Control International, LLC. (VDCI) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Vector Disease Control International, LLC. VDCI retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. Gunnison County may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.

The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of Gunnison County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from Gunnison County, its elected officials, agents, or any program administered or funded by Gunnison County. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

**ATTACHMENT "B" January 5, 2022
2022-2024 CONTRACTUAL SERVICE COST AGREEMENT**

For Gunnison County 2022-2024 Seasons Only:

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2022: \$100,587.66**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2022-2024 with a 2% annual price increase. *The yearly continuation of this project is subject to the appropriation of funds by Gunnison County on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2022 through 2024 seasons. Gunnison County also agrees to the terms set forth in Attachment "A". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2022-2024), Sign Here:

Name (X) _____ Title _____ Date _____

For Vector Disease Control International, LLC.

Name  _____ Title Regional Director Date January 5, 2022
Jason W. Williams

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Keep this copy for your files

VECTOR DISEASE CONTROL INTERNATIONAL, LLC.

**ATTACHMENT "B" January 5, 2022
2022-2024 CONTRACTUAL SERVICE COST AGREEMENT**

For Gunnison County for the 2022-2024 Seasons only:

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2022: \$100,587.66**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2022-2024 with a 2% annual price increase. *The yearly continuation of this project is subject to the appropriation of funds by Gunnison County on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2022 through 2024 seasons. Gunnison County also agrees to the terms set forth in Attachment "A". These prices are complete and fully earned. Billing will be in 6 equal monthly installments (April - September). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2022-2024), Sign Here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Regional Director Date January 5, 2022
Jason W. Williams

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City, State, Zip _____ Email _____

Please Return This Copy To Vector Disease Control International



VECTOR DISEASE CONTROL INTERNATIONAL, LLC

Protecting Public Health Since 1992

www.vdci.net/colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; US Department of Ag

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2 year appointments (2/22 - 2/24) for US Forest Service, to the Gunnison Basin Sage-grouse Strategic Committee - please see attached correspondence

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

Melanie Bollig

Subject: FW: USFS Committee Member Change

From: Vasquez, Matthew -FS <matthew.vasquez@usda.gov>

Sent: Wednesday, November 17, 2021 12:28 PM

To: 'nathan.seward@state.co.us' <nathan.seward@state.co.us>; Rummel, Aleshia - FPAC-NRCS, Gunnison, CO <Aleshia.Rummel@co.nacdnet.net>

Cc: Long, Darren - FS, GUNNISON, CO <Darren.Long@usda.gov>; Mccombs, Matthew -FS <matthew.mccombs@usda.gov>

Subject: USFS Committee Member Change

Hi Nate and Aleshia,

As discussed during the Strategic Committee meeting today, the Forest Service would like to nominate Darren Long as the regular member, and myself as the alternate. Please let us know if you need anything else from us to move this change forward.

Thank you,
Matt



Matt Vasquez
Wildlife and Fish Program Manager

Forest Service
Grand Mesa, Uncompahgre and Gunnison National Forests

c: 970-210-7739

matthew.vasquez@usda.gov

2250 South Main St.

Delta, CO 81416

www.fs.usda.gov/goto/gmug/wildlife



Caring for the land and serving people

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; High Country Conservat

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2 year appointments (2/22 - 2/24) for High Country Conservation Advocates, to the Gunnison Basin Sage-grouse Strategic Committee - please see attached correspondence

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022



January 11, 2022

Gunnison County Board of Commissioners
c/o Aleshia Rummel
Aleshia.Rummel@co.nacdnet.net

Dear Jonathan, Liz and Roland,

High Country Conservation Advocates would like Sue Navy to remain as our regular member and Matt Reed as our alternate on the Gunnison Basin Sage-Grouse Strategic Committee.

Our thanks to the Commissioners for the opportunity to serve on this important committee.

Sincerely,

A handwritten signature in blue ink that reads 'Brett Henderson'. The signature is fluid and cursive.

Brett Henderson
Executive Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; Colorado Department of

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2 year appointments (2/22 - 2/24) for Colorado Parks & Wildlife, to the Gunnison Basin Sage-grouse Strategic Committee - please see attached correspondence

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022



COLORADO

Parks and Wildlife

Department of Natural Resources

Gunnison Office
300 W. New York
Gunnison, CO 81230
P 970.641.7060 | F 970.641.7883

January 5, 2022

Gunnison County
Community Development Office
221 N. Wisconsin St., Suite D
Gunnison, CO 81230
Attn: Melanie Bollig

RE: CPW Representation on the Gunnison Basin Sage-grouse Strategic Committee

Board of County Commissioners,

Colorado Parks and Wildlife appreciates Gunnison County's leadership and efforts to further CPW's mission of maintaining community conservation and a viable population of Gunnison sage-grouse for future generations.

Colorado Parks and Wildlife recommends that Nathan Seward continue to serve as the regular member and myself as the alternate for the 2022 term. This committee remains a priority, and I will continue to attend and support Nathan as needed.

Sincerely,

Brandon Diamond, Area 16 Wildlife Manager - Gunnison

Cc: Nathan Seward, Wildlife Conservation Biologist - Gunnison
Jamin Grigg, Southwest Senior Terrestrial Biologist - Durango
Kathy Griffin, Statewide Sage-grouse Conservation Coordinator - Grand Junction



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; Gunnison County Stockg

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2 year appointments (2/22 - 2/24) of Greg Peterson (reg member) and Burt Guerrieri (alt member) for Gunnison Co. Stockgrowers, to the Gunnison Basin Sage-grouse Strategic Committee - please see attached correspondence

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

Melanie Bollig

Subject: FW: [External Email]Sage Grouse Strategic Committee

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

Sent: Monday, January 3, 2022 9:09 AM

To: Melanie Bollig <MBollig@gunnisoncounty.org>; Rebecca Ricord <RRicord@gunnisoncounty.org>; Shannon Frias <SFrias@gunnisoncounty.org>

Cc: Liz Smith <lksmith@western.edu>

Subject: FW: [External Email]Sage Grouse Strategic Committee

[EXTERNAL SENDER - USE CAUTION]

Hi all,

I have the Stockgrower's appointments to the Strategic Committee, as below.

Thanks,

Aleshia

From: Gunnison Stockgrowers <gunnisonstockgrowers@yahoo.com>

Sent: Thursday, December 30, 2021 9:10 AM

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

Cc: Jason Peterson <jasonpeterson970@gmail.com>

Subject: [External Email]Sage Grouse Strategic Committee

[External Email]

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Use caution before clicking links or opening attachments.

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Hey Aleshia,

The Gunnison county Stockgrowers would like to have Greg Peterson as the regular member and Burt Guerrieri as the alternate of the sage grouse strategic committee. We appreciate having a seat on this committee and look forward to working together into the future.

Jason Peterson
President, Gunnison County Stockgrowers

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: US Department of Agriculture, Forest Service Modif

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Modification number 1 of Grant or Agreement U.S. Forest Service Number 21-MU-11020400-061.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 1/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022



MODIFICATION OF GRANT OR AGREEMENT	PAGE 1	OF PAGES
---	------------------	----------

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 21-MU-11020400-061	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
---	--	-------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Grand Mesa Uncomphagre & Gunnison NF's 2250 South Main St Delta, CO 81416	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Grand Mesa Uncomphagre & Gunnison NF's 2250 South Main St Delta, CO 81416
--	---

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Gunnison County 200 E. Virginia Ave Gunnison CO 81230	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
---	--

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Change in Forest Service roles
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Attached Amendment #1 document

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. BOCC, GUNNISON COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JONATHAN HOUCK		11.F. NAME (type or print): CHAD STEWART	
11.G. TITLE (type or print): Chairperson, BOCC		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
<p style="margin-left: 40px;">_____ Merna Fehlmann U.S. Forest Service Grants & Agreements Specialist</p>	



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Proposed Mt. Emmons Land Exchange Project
Amendment #1 to Memorandum of Understanding (MOU)**

As of January 2, 2022, Matthew McCombs is no longer in his position as District Ranger, Gunnison Ranger District, Grand Mesa, Uncompahgre & Gunnison (GMUG) National Forests. Replacing him as agency administrator for the subject project is Anthony Edwards, Deputy Forest Supervisor, GMUG National Forests. Mr. Edwards will supervise and provide work direction to the project manager, Corey Wong. Mr. Wong will be the chief point-of-contact and agency representative for the project.

Anthony Edwards can be contacted at (202) 253-1531 or Anthony.edwards@usda.gov

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Transportation; Annual Highway User's Tax Submitta

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This document summarizes miles maintained in 2021 and eligible for gas tax reimbursement.

Fiscal Impact: \$2,825,110.45 Fiscal Year 2021

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022



Colorado Department of Transportation

Gunnison Co Signature Sheet

FIPS Code : 051

1/13/2022

- 230.760 miles of arterial streets
- 598.440 miles of local streets
- 829.200 total miles of H.U.T. eligible streets
- 182.560 miles of non H.U.T. eligible streets - Maintained by others
- 107.550 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2021

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

Commissioner Date

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

Name Phone

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Road Maintenance Agreement; Colorado Stone Quarrie

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Stone Quarries, Inc and Gunnison County

Term Begins: 01/01/2022

Term Ends:

Grant Contract #:

Summary:

This agreement has been in place since the Quarry opened and provides for summer and winter maintenance of the road by the Quarry

Fiscal Impact:

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\egaebler

Discharge Date: 1/13/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”), and Colorado Stone Quarries, Inc., a Delaware corporation, whose principal office address is 1734 Highway 50E, Delta, Colorado 81416 (“Colorado Stone Quarries”).

A. RECITALS

WHEREAS, Gunnison County, by virtue of Colorado law, has authority and is the owner of certain roads lying within the County of Gunnison; and

WHEREAS, one of those certain roads is the Marble Quarry Road, also known as the County Road 3c, Marble Road, Yule Creek Access Road and Yule Creek Road, as identified in Appendix “A” attached hereto and incorporated herein by reference (“Marble Quarry Road”); and

WHEREAS, Colorado Stone Quarries significantly utilizes the Marble Quarry Road for its commercial marble quarry operations; and

WHEREAS, acknowledging the commercial marble quarry operations impact the Marble Quarry Road, Colorado Stone Quarries would like to provide for the routine maintenance of the Marble Quarry Road to address normal wear and tear arising from Colorado Stone Quarries’ use, under the direction of Gunnison County.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, which are valuable and sufficient, the parties understand and agree to the following:

1. TERM

The term of the Agreement shall be for a period of five (5) years to begin on January 1, 2022 and terminate on December 31, 2026, unless sooner terminated or replaced as provided herein (“Term”).

2. MAINTENANCE SERVICES.

A. In consideration and in exchange for Colorado Stone Quarries’ significant commercial use of the Marble Quarry Road, Colorado Stone Quarries shall provide or perform the following routine maintenance activities for the Marble Quarry Road

either directly or through a third party approved by Gunnison County, and all to the schedule and specifications identified by Gunnison County:

1. Seasonal blading, shaping and maintenance of the road surface; and
 2. Application of water or dust suppressant, if needed; and
 3. Installation of crushed roadbase where necessary; and
 4. Maintenance of all drainage structures to assure they are functional and able to carry water in the ditches after a heavy rain or spring snow melt; and
 5. Installation of new drainage structures, as necessary; and
 6. Scaling of cut slopes to mitigate rock falls; and
 7. Installation of rock bolts or other support to mitigate geotechnical issues; and
 8. Cutting of slopes to mitigate geotechnical issues within 30 foot right of way; and
 9. Installation of turnouts and parking bays to improve safety within 30 foot right of way; and
 10. Filling of areas to maintain road surface within 30 foot right of way; and
 11. Maintenance of pull-outs to allow vehicles to pass; and
 12. For the bridge spanning the Crystal River, maintenance of: the asphalt apron, non-structural and non-engineered elements of the bridge abutments, signs, gates, rails and expansion joints at the apron-bridge deck interface, to exclude all maintenance, repair and engineering activities related to the support, engineered or structural elements of the bridge and any activities concerning the channel of the Crystal River; and
 13. Winter maintenance to include snowplowing, as needed for safe passage (all to be known as "Road Maintenance").
- B. Colorado Stone Quarries shall have the authority, but not the obligation, to temporarily close, restrict or condition access to the road, as needed, for avalanche mitigation, extreme weather events, road repairs, or safety issues. Colorado Stone Quarries shall provide signage to reasonably warn

non-quarry related traffic of said road closures and any and all known hazards, to include avalanches, road repair and safety issues, to include large vehicles on the road. Nothing in this Agreement shall obligate Colorado Stone Quarries to undertake inquiries or investigations, or undertake any affirmative actions, outside the boundaries of the Marble Quarry Road.

Colorado Stone Quarries shall immediately notify Gunnison County and Gunnison County Dispatch at (970) 641-7607 of each closure exceeding 4 hours. Any closure exceeding a 48-hour period of time for avalanche mitigation or exceeding a 24-hour period of time for road repairs or within 24 hours of a previous closure, shall require prior approval by Gunnison County.

- C. Colorado Stone Quarries shall fund and perform the above Road Maintenance to the reasonable satisfaction of Gunnison County to maintain safe access to and use of the Marble Quarry Road. Such Road Maintenance shall be at the sole cost of Colorado Stone Quarries and shall not create any fiscal obligation for Gunnison County.
- D. Representatives of Gunnison County shall meet with representatives of Colorado Stone Quarries bi-annually to inspect the Marble Quarry Road. The first meeting shall occur in June before summer visitors begin arriving, and the second meeting shall occur mid-October to look at any potential winter concerns.
- E. Gunnison County shall review and respond to requests by Colorado Stone Quarries for use of third-party service providers within thirty (30) calendar days of receipt of such requests.

3. INSURANCE.

Colorado Stone Quarries agrees that at all times during the Term of this Agreement that Colorado Stone Quarries shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies, with limits in the minimum amount as set forth below. Within thirty (30) calendar days of the execution of this Agreement, Colorado Stone Quarries shall provide a certificate of insurance to Gunnison County, listing Gunnison County as an additional insured for the Commercial General Liability Coverage, and the policies shall state they shall not be materially changed or cancelled without thirty (30) calendar days prior notice to Gunnison County.

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

- b. Commercial General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in fulfilling the requirements of this Agreement, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injury to two or more persons in any single occurrence.

4. INDEPENDENT CONTRACTOR.

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

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

5. INDEMNIFICATION.

Colorado Stone Quarries 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 relating 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 Colorado Stone Quarries or its employees, subcontractors or agents in connection with this Agreement.

Gunnison County agrees to indemnify, defend and hold harmless Colorado Stone Quarries, its affiliates, owners, employees, contractors and agents 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 relating 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 Gunnison County or its employees, subcontractors or agents in connection with this Agreement.

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

6. DISCRIMINATION.

Colorado Stone Quarries agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Colorado Stone Quarries shall further comply with the Colorado Anti-Discrimination Act of 1957, as amended, and any other applicable laws and regulations respecting discrimination in employment practices. Additionally, Colorado Stone Quarries 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.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

A. To the extent required by law, Colorado Stone Quarries certifies that Colorado Stone Quarries does not and will not knowingly contract with or employ illegal aliens to work pursuant to this Agreement.

B. To the extent required by law, Colorado Stone Quarries certifies that Colorado Stone Quarries has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work pursuant to this Agreement.

C. To the extent required by law, Colorado Stone Quarries 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. To the extent required by law, Colorado Stone Quarries 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. To the extent required by law, Colorado Stone Quarries agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. 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:

Marlene Crosby, Director

Gunnison County Public Works Department
195 Basin Park Drive
Gunnison, Colorado 81230

Colorado Stone Quarries: Jean St-Onge
 General Manager
 1734 Highway 50E
 Delta, Colorado 81416

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.

9. DEFAULT.

In the event of any default hereunder by a party hereto, the non-defaulting party shall give written notice to the defaulting party specifying the nature of such default. In the event the defaulting party does not remedy such default to the reasonable satisfaction of non-defaulting party within thirty (30) calendar days following such written notice, the parties will first subject the dispute to mediation by a mediator selected by the parties, which mediation the parties agree to pursue in good faith for a period of sixty (60) calendar days, to be extended by mutual agreements of the parties. Any disputes which have not been resolved to the satisfaction of the parties by the end of such period entitles the non-defaulting party to elect, in its discretion, all remedies available to it, including but not limited to:

- A. To specifically enforce the terms and conditions of this Agreement;
- B. To exercise any other rights and obtain any other remedies provided by law.

10. TERMINATION.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

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

12. BINDING AGREEMENT FOR SUCCESSORS AND ASSIGNS.

This Agreement shall bind any successor or assign in interest to the operations of Colorado Stone Quarries that may use the Marble Quarry Road for the same or similar purposes.

13. ATTORNEYS FEES.

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

14. GOVERNING LAW.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

16. ENTIRE AGREEMENT.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy County Clerk

COLORADO STONE QUARRIES, INC.
a Delaware corporation

By: _____
Jean St-Onge, General Manager

ATTEST:

Secretary

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Other BoCC acknowledge County Mgr signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant application to History Colorado (state agency) for \$22,000 to pay contractor for historic survey of structures in Somerset.

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022



History Colorado

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Certified Local Government (CLG) Subgrant Application CLG Subgrant Program | Federal Fiscal Year 2022

Application Deadline: January 14, 2022 at 5:00 pm

Applicants should review the application instructions in the CLG Subgrant Program Manual before completing this application.

Name of CLG: Gunnison County Historic Preservation Commission

Mailing Address: 21 North Wisconsin St. Suite G

Federal Employer Identification Number: 8_4_-6_0_0_0_7_7_0

Staff Person Responsible for Grant: Mike Pelletier

Title: Administrator of GCHP Commission

Phone: 970 641 7645 Email: mpelletier@gunnisoncounty.org

Name of Chief Elected Official: Jonathan Houck

Title: Chair, Gunnison County Board of County Commissioners

Name of Project: Somerset Survey

Amount of Request: \$22,000

Project Total: \$22,000

Cash match (if applicable):

In-kind _____

Cash _____

Brief Description of Project (no more than 1500 characters):

The "Town" of Somerset is an approximately 122 acre area of unincorporated historic mining community in Gunnison County, dating back to 1896. The majority of the extant buildings date between 1903 and 1913, per current assessor records. The community was built to house coal miners working in the nearby Elk Creek Mine. The Town is located approximately 38 miles west, over seasonal Kebler Pass, from fellow Gunnison County historic coal mining town Crested Butte and approximately 9.5 miles northeast of Peonia, in neighboring Delta County. The village once was home to about 700 people during WWI, most of whom were miners' families. It is now an approximately 60-household community of miners at nearby mines, Delta County commuters, and second homeowners. The mine has passed through several owners and is no longer in operation and now named Oxbow Coal Mine, owned by William Koch.

Initial project history and background research is to be done to provide an understanding 



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Please check the following boxes to acknowledge your understanding of the CLG Subgrant Program policies:

- I understand that I may not begin work on my project until my agreement with History Colorado is executed at a time subject to the schedule of the National Park Service.
- I understand that all work must meet the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and when applicable, survey standards established by History Colorado.
- I understand that my project must be completed by June 30, 2023, to comply with National Park Service requirements. I understand that failure to comply with this deadline could result in History Colorado declaring all/part of the work ineligible for reimbursement.
- I acknowledge that I have received and read the *CLG Subgrant Program Manual* and that I understand its contents.

Mike

Digitally signed by Mike
DN: cn=Mike, o, ou,
email=mpelleter@gunnisoncounty.org, c=US
Date: 2022.01.11 12:47:03 -07'00'

1/11/22

Signature of Staff Person Responsible for Grant

Date

Certification: This application is submitted to History Colorado for funding consideration under the Certified Local Government provisions of the National Historic Preservation Act of 1966 as amended.

01/10/22

Signature of Historic Preservation Commission Chair

Date

Jody Reeser

Print Name

Matthew Birnie

Digitally signed by Matthew Birnie
Date: 2022.01.10 17:05:25 -07'00'

1/10/2020

Signature of Chief Elected Official

Date



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Section 1: Project Selection (15 points)

Describe why you have selected this project and why it is a priority for your CLG.

Somerset is identified as a medium priority resource in the GCHPC's 2016 county-wide historic resources survey plan, along with most of our County's lower population center communities that were once strong ranching and mining centers. As the industries of the past change and impact our County's smaller population centers, our current Commission feels strongly in assisting in the understanding of these important contributing communities' historic resources to aid in their preservation and rehabilitation. This tool can help strengthen threatened or economically ailing incorporated and unincorporated historic Towns of our County. The goal of this survey is to take stock of the historic resources still in-tact in order to assist the Somerset residents to pivot there diminishing economically viable community from the days of coal mining towards a surviving and flourishing village with pride in it's historic fabric and an understanding of how to move forward while enhancing rather than harming this fabric.

As quoted from our survey report: "...A survey of the town of Somerset to evaluate the town's potential to constitute a district would result in the documentation of approximately 90 historic residences associated with significant trends in settlement, architectural design, and mining in Gunnison County.... All of the single family dwellings in Somerset are representative of a typical, historic coal mining town, are linked by a distinguishable architectural design, and were constructed during the same period of significance (1896 to 1914).... The town possesses fair physical and associative integrity at this time. However, in recent years the coal mining industry has been in decline, and Oxbow Mining, LLC has been considering ending all mining operations in the mines around Somerset (Finley 2016). As in many historic mining towns in Gunnison County, mine closures often result in the sale or abandonment of property by the town's residents, and new residents may significantly modify the town's buildings, use dwellings only on a seasonal basis, and neglect maintenance of town infrastructure. Closure of active coal mines near Somerset would impact the character and historic association of the town and could result in further changes to Somerset's historic integrity of materials, design, feeling, and association."

Since the 2016 report, the mine has closed its operations and the existing buildings are in jeopardy of further neglect, abandonment, or sale without knowledge or regard of their historic significance to the County's past. Aside from the post office, there are no commercial buildings in the residential community that is the subject of the survey. The mine property, located along the north side of the northerly adjacent CO 133 that accesses the town does still have buildings that are owned by Oxbow Mining. There is a notable division of town peoples and mine ownership. In order to achieve a scope of work with such a large number of properties in the fewest phases and in order to appeal to the residents' involvement of the project we will not be including any of the mine buildings with this survey. Our survey plan does identify County Mines as a future potential survey, in which case the mine property would be of importance to include at that time.

With gained knowledge of the remaining ~60 properties' unique importance, GCHPC 



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Section 2: Project Team (15 points)

List project participants, their qualifications, and the exact role they will play in this project.

The Gunnison County Historic Preservation Commission (GCHPC) will manage and oversee the grant. The GCHPC has previously received two CLG grants to conduct a County-wide survey plan, to establish context and future research to be undertaken, as well as a resource survey of the Townsite of Crystal. Commission members Jody Reeser, (Architect) and Dr. Heather Thiessen-Reily, (WSCU History Professor) will be managing the grant. Both have previous experience with History Colorado and Jody was a manager of the Townsite of Crystal CLG grant and survey. GCHPC members have done a preliminary field visit to Somerset in preparation of this grant request, have had initial positive conversations with Somerset residents, and will continue to be involved in gathering information for the project.

Somerset resident Jaqueline Hill and multi-property owner Nick Lypps have both expressed interest in helping with the historic survey. Jaqueline works at Somerset Domestic Water office and lives in the home that was once occupied by Somerset's teacher when they had a schoolhouse. Nick Lypps owns several of the miner's houses in Somerset and is a decades long resident of Gunnison County and now Delta County. Nick is a former member of the Gunnison County Planning Commission and Historic Preservation Commission. He is currently working to purchase, stabilize, and rehabilitate homes in Somerset for more affordable rental properties he is offering to working families in the area.

Dr. Heather Thiessen-Reily has generated student interest at WSCU's History Department and student involvement in both the GCHPC and the Somerset history research has already begun. Interested students will learn about historic research surveys, have visited Somerset housing area and cemetery, and are beginning an oral histories gathering project with the people of Somerset. These members of the team will both enhance the final report, as well as assist in exposing the next generation of historians and County residents to the processes and importance of preservation work.

GCHPC has solicited a number of firms for participation with the project. Three firms, Metcalf Archaeological Consultants, Inc., Morgan Angel Associates, LLC, and Architectural and Cultural History Professionals, LLC have submitted proposals. All three attest to and demonstrate in their proposals the ability to meet SOI Professional Qualification Standards.

GCHPC is presenting the proposal by Metcalf Archaeological Consultants, Inc. on this application. GCHPC has worked with Metcalf on it's previous resources survey and found their experience, execution, and communication to be excellent. The firm has more than 40 years of experience in a full range of cultural resources services. Their company information and qualifications are attached.



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Section 3: Project Description (20 points)

Describe what you propose to do in the sequence it will be done and how it will be done.

As stated in the GCHPC's 2016 Historic Resource Survey Plan, the survey of the unincorporated historic "company town" of Somerset is to include a reconnaissance level review of all buildings located within the town's unincorporated housing area along State Highway 133. A full inventory of extant buildings would evaluate the town as a potential historic district or a number of potential individual historic buildings for listing in the County, State, and/or National Registers of Historic Places.

Tax assessor records and modern aerial photographs indicate that the survey would result in documentation of between 50-60 historic buildings. The early settlement of Somerset is dated from 1896 to 1914 and all extant buildings, dating back to 1903, are associated with the coal mines and D&RG's rail line up the North Fork of the Gunnison River in 1902. The network of coal mines in Somerset was once in the top three largest coal producers and suppliers in the United States and therefore a significant economic contributor to Gunnison and Delta Counties. Although the mine has closed, the community of buildings and residents remains and are in need of evaluation, documentation, and guidance on how to best progress in preservation and rehabilitation. Gunnison County Library records have identified two house design prototypes that were built in Somerset. Dwelling No. 1 is pictured in 1957 as a simple rectangular log cabin with very small gable entry covering the entry door from snow and rain and wood stove chimney. Dwelling No. 2 is pictured as a larger square stucco home with mansard roof with wood stove chimney and with enclosed shed roof entry rooms at the front and back. Dwelling type No. 2 is the dominant building type identifiable today. Further investigation into the existence of Dwelling No. 1 types is important to the understanding of the town's evolution.

A comprehensive reconnaissance only architectural survey is the approach of the project. Both field assessments and documentation along with research through Compass, library holdings, citizen interviews, mining company information, etc. are to be conducted. The assessment is to include a summary report outlining methods, historic overview, maps and historic photos, as well as architectural inventory forms OAHF 1417 for each historic structure with photographs and location maps. The determined historic extant buildings are to be evaluated as contributing or noncontributing features to the eligibility of an historic district or number of individually eligible listings. A similar survey approach was done by GCHPC at the Townsite of Crystal and that community is currently using the information to work on creating a Crystal Townsite Historic District for listing in the S/NRHP.



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Section 3: Project Description (continued)

With the closure of local coal mines, the community is dwindling in local remaining population and resources to upkeep the aging buildings. As energy resources evolve, coal mining towns of the past often turn to ghost towns or result in the sale or abandonment of property. Without identified, understood, and publicized historic importance of the Town's remaining buildings, new owners or financially struggling owners may improperly modify or neglect these historic buildings until they are no longer of reasonable integrity. The current residents of Somerset are hungry for avenues in which to preserve their unique community and allow it to thrive once again.



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Section 4: Underrepresented Communities (5 points)

Describe how this project will promote the preservation of resources associated with underrepresented communities.

Women, and the various roles they played in running and shaping coal mining communities, are currently underrepresented in the history of Colorado mining towns. In this architectural survey of Somerset, we will emphasize discovering and documenting that history, and advocate for the preservation of resources associated with the women of Somerset. It is understood that most female residence were traditional housewives and caregivers that provided the bonding ties of the community's daily workings. A local historic portrait depicts a female miner in classic industry apparel giving proof to the non-traditional roles these women held. Historic state newspaper articles give evidence of a female school teacher from Eads, CO moving to Somerset. Comings and goings of the community backbone roles of wives and mothers between Somerset and Paonia on tasks and social calls is also evidenced in the historic newspapers. Other female roles that may be highlighted in the remaining resources, such as those at the railroad or local commercial ventures, are hoped to be further investigated and honored also.

Section 5: Timeline (5 points)

List key milestones, in the order they will be completed, and target dates for completion.

If awarded this grant on March 1, 2022, GCHPC will then be able to notify the consultant if the project is able to move forward in 2022. Consultant contract will be executed 60 days of receipt of the fully executed grant agreement, or after Gunnison County is under contract with History Colorado, which typically occurs between April and June.

May-June 2022: Initial meeting with History Colorado staff and the project team prior to field work/research. Following this, initial records and history research to begin.

June-October 2022: Field work will be conducted.

November - January 2023: Draft report and forms completed.

February 2023: GCHPC review report and forms and provide feedback to consultant.

March-April 2023: Draft report and forms submitted and reviewed by History Colorado.

By June 30, 2023: Final report

Summer 2023: After receiving full approval of the project the information will be highlighted on our GCHPC website with public access available by request. It will be used to create a presentation by GCHPC and we will hold a public meeting for the





History Colorado

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Section 6: Public Benefit and Outreach (15 points)

Include who will benefit and how they will benefit as well as information on how you will make others aware of the project and share its results.

Gunnison County will benefit from the survey by understanding what extant buildings in Somerset are eligible for historic landmark listing. With the mine closures of recent years the time for positive preservation intervention is immediate for the survival of this historic town. The landowners will benefit as it helps direct their efforts and finances to buildings that are most significant and with historic integrity. Positive publicity and information useful for marketing the treasures that remain in Somerset can assist in the future economic viability of the community as it transitions into new purpose and identity.

Members of the GCHPC have already begun public outreach and communication about the project to gather support and inform the community of it's potential. Our group is currently working to further visit with residents, gather oral histories of key residents, and we've received historic and family photos from residents that depict both formal and informal life moments and buildings as captured in that time. If the grant is awarded GCHPC will send out a letter to each resident further explaining the project and requesting feedback and information that may support the project.

Members of GCHPC have made plans to work with the editors of The Gunnison Country Times, The Crested Butte News, and the Delta County Independent to write and publish articles on the project to highlight the history and identified resources in the town. GCHPC members have received interest and will plan a Somerset community meeting to share the report with the residents to generate local pride and explain any opportunities it may help them in preserving and rehabilitating their community. GCHPC will make the survey report available to the public through website summary and request options. GCHPC will also contact Gunnison and Delta County libraries with the opportunity to hold copies of the report in hopes to disseminate cultural and historic resource information to the greater population.



History Colorado

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Section 7: Combined Scope of Work and Budget Form (20 points)

Note scope of work components on lines A through I (shaded in blue) and insert the associated cost in the space provided to the right of each line. Describe each scope of work component in the space directly below. If additional space is needed for descriptions, please continue into the next box field. Insert cash or in-kind match amounts in the space provided.

A.	Meetings and Pre-Field Preparation <ul style="list-style-type: none">- Kick-off meeting with GCHPC & History Colorado- Files search through OAHP- Review existing documentation and literature- Create general field map and GIS shapefiles of property locations	Included in Metcalf proposal
B.	Research and Fieldwork <ul style="list-style-type: none">- Conduct on-line research of the Gunnison County Assessor's office records- Conduct reconnaissance level field survey of ~60 properties	Included in Metcalf proposal
C.	Survey Forms and Report Preparation <ul style="list-style-type: none">- Complete ~60 reconnaissance survey forms (OAHP Form 1417)- Write technical report- Submit draft forms and report to GCHPC and SHF- Complete one round of draft revisions and prepare final forms and report- Submit final forms and report to GCHPC and SHF	Included in Metcalf proposal
D.	Total of Metcalf Proposal <p>Three proposals were received and this was the middle cost. The highest cost was \$26,528 and therefore not feasible in the grant cap.</p>	\$22,000
E.	GCHPC Volunteer Labor <p>Jody Reeser (Board Chair), Heather Thiessen-Reily (Board Member), and administrator Mike Pelletier will expend an un-specified number of hours communicating with Somerset residents, coordinating/managing the grant, reviewing the documents, and executing public outreach at the completion of the project.</p>	\$0



History Colorado

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F.

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G.

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H.

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I.

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Project Total	\$22,000
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Grant Request	\$22,000
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Cash Match	\$0
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In-Kind Match	
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Total Match	
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Section 8: State Preservation Plan (5 points)

Please select at least one goal and at least three objectives of the State Preservation Plan that your project supports.

- Goal A: Preserving the Places that Matter
 - 1. Evaluate fundamentals of survey process
 - 2. Prepare additional historic contexts
 - 3. Conduct survey, inventory, and designation proactively
 - 4. Disseminate historic and cultural resource information broadly
 - 5. Increase historic and cultural resource preservation

- Goal B: Strengthening and Connecting the Colorado Preservation Network
 - 1. Nurture preservation leaders
 - 2. Establish a preservation advocacy network
 - 3. Maximize partnership network connections to achieve critical capacity
 - 4. Increase interagency coordination and dialogue with public
 - 5. Form new partnerships

- Goal C: Shaping the Preservation Message
 - 1. Expand positive perceptions of preservation
 - 2. Develop promotional plan and communication strategy
 - 3. Demonstrate relevance of preservation to the individual citizen
 - 4. Implement strategic marketing initiative
 - 5. Establish historic preservation focus at the History Colorado Center
 - 6. Broadcast preservation's positive local impact

- Goal D: Publicizing the Benefits of Preservation
 - 1. Demonstrate collective social, educational, economic, and cultural benefits of historic preservation
 - 2. Publicize economic benefits, incentives, and funding mechanisms
 - 3. Advance heritage tourism efforts
 - 4. Articulate the benefits of comprehensive management of public lands
 - 5. Articulate the benefits of protection of private lands
 - 6. Demonstrate the intrinsic connection between environmental sustainability and historic preservation

- Goal E: Weaving Preservation Throughout Education
 - 1. Share the stories of designated properties
 - 2. Create programs to engage youth in understanding and appreciating cultural and historic resources
 - 3. Develop integrated curricula related to historic preservation
 - 4. Involve all types of educators in historic preservation education
 - 5. Support preservation higher education programs



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- 6. Create lifelong learning opportunities
 - 7. Create better understanding of local communities' role in preservation decision-making
 - 8. Develop workshops for property owners and local preservationists
- Goal F: Advancing Preservation Practices
- 1. Improve regional and community-based technical assistance
 - 2. Identify and increase traditional building trade and training opportunities
 - 3. Increase professional training opportunities throughout state
 - 4. Expand pool of preservation professionals
 - 5. Train individuals how to "green" historic buildings
 - 6. Enhance curatorial and collection capabilities and facilities

Attachments:

- W-9 (required)
- Estimate(s) (recommended)
- Photographs (if applicable)
- Maps (if applicable)
- Letters of Support (recommended)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement to Disburse US Departm

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

IGA to promote optimal community and family health, safety and wellbeing through enhancing local community-based workforces to increase COVID-19 vaccine access.

Fiscal Impact: 35,000

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 1/18/2022

Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access

This Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access, hereinafter referred to as the “Agreement”, is made and entered into between the Board of County Commissioners of Gunnison County, hereinafter referred to as “Gunnison County” or “Grant Recipient”, and the Board of County Commissioners of Ouray County, hereinafter known as “Grant Sub-Recipient”, which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, the Parties previously signed an Intergovernmental Agreement creating the collaborative body known as West Central Public Health Partnership in order to protect the people and environment within each of the respective counties and to promote health and prevent disease, which will result in optimal health for all the citizens of our respective Counties; and

WHEREAS, Gunnison County has applied for and received a federal grant from the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) pursuant to HRSA-21-140 for the purpose of enhancing local community-based workforces to increase access to COVID-19 vaccinations; and

WHEREAS, Gunnison County received a Notice of Award from HRSA on July 21, 2021 under FAIN# G3242612 and award number 1 G32HS42612-01-00, hereinafter referred to as “Notice of Award”; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing access to COVID-19 vaccinations in Ouray County; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A” (“Services”).

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

AGREEMENT

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

3. TERM.

The term of this Agreement shall commence on February 1, 2022 and shall terminate on July 30, 2022, unless sooner terminated or replaced as provided herein. However, this Agreement may include reimbursement for Grant Sub-Recipient's work performed beginning on November 1, 2021 which is prior to the executed date of this Agreement, in accordance with funds availability pursuant to the July 21, 2021 Notice of Award.

4. STRATEGIC RESULT.

Execution of this Agreement will assist the Parties to promote optimal community and family health, safety and wellbeing through enhancing local community-based workforces to increase COVID-19 vaccine access.

5. AWARD OF GRANT MONIES.

- a. AWARD. The total amount of the award to Grant Sub-Recipient is Thirty-Five Thousand and 0/100 dollars (\$35,000.00). Payment shall be made by Grant Recipient to Grant Sub-Recipient within 15 days of receipt of an invoice.
- b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of enhancing local community-based workforces to increase COVID-19 vaccine access. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.
- c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

- a. REPORTS. Grant Recipient shall compile all requisite monthly progress report information from Grant Sub-Recipient and shall submit monthly progress reports pursuant to the Reporting Requirements of the Notice of Award. Grant Sub-Recipient shall comply with the Reporting Requirements of the Notice of Award by sending reports to the Grant Recipient at the end of each Reporting Period.
- b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub-Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage,

from Gunnison County.

8. INDEMNIFICATION.

Grant Sub-Recipient 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 Grand Sub-Recipient or its employees, subcontractors or agents in connection with this Agreement.

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

9. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

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

- e. **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.
- f. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- g. **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.
- h. **STATUTES, REGULATIONS, AND OTHER AUTHORITY.** Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- i. **INUREMENT.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- j. **SURVIVAL.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- k. **WAIVER OF RIGHTS AND REMEDIES.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- l. **NO THIRD-PARTY BENEFICIARIES.** 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- m. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for

execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* 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.

- n. **AUTHORITY TO EXECUTE.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

12. 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

Ouray County: Ouray County Administrator
P.O. Box C, 541 Fourth Street
Ouray, Colorado 81427

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.

13. GOVERNING LAW.

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

14. 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.

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

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OURAY, COLORADO

By: _____

Lynn Padgett, Chairperson

Attest:

Hannah Hollenbeck, Deputy Clerk

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

- 1) Hire Community Health Workers (CHW) to perform the following activities:
 - a. perform outreach to vulnerable populations on COVID-19 vaccination opportunities and related resources.
 - b. Connect vulnerable populations to clinics and agencies providing COVID-19 vaccination services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation.
 - c. Outreach will occur by phone, at in-person events, or consist of other activities that meet the needs of the community.
 - d. Promote COVID-19 vaccination resources, including distributing fliers, or other COVID-19 related material relevant to the county served, including utilizing social media platforms.
 - e. Attend at least 10 vaccination clinics (events) in Ouray County through the course of the contract in partnership with organizations offering vaccination.
 - f. Connect organizations offering vaccinations with events that vulnerable populations will attend.
 - g. Utilize HRSA survey instruments to measure progress, including survey of CHW, survey on outreach activities, and individual survey of vaccinated clients.
 - h. Connect with other regional CHWs quarterly by phone or video conference, as provided by regional Staff.
- 2) Invoicing will occur by the 15th of the month following and will include documentation of expenses and documentation required by the Reporting Requirements of the Notice of Award. Documentation of expenses will include:
 - a. Timesheets, invoices, receipts, travel forms with mileage (not to exceed Federal mileage rate), gift card monitoring forms.
- 3) Quarterly check-ins with HRSA Project Manager will be attended by Grant Sub-Recipient in order to discuss progress and any challenges.

Gunnison County will:

- 1) Review monthly invoices and documentation for accuracy and notify Grant Sub-Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay

Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.



Recipient Information

1. Recipient Name
GUNNISON, COUNTY OF
200 E Virginia Ave
Gunnison, CO 81230-2248

2. Congressional District of Recipient
03

3. Payment System Identifier (ID)
1846000770A2

4. Employer Identification Number (EIN)
846000770

5. Data Universal Numbering System (DUNS)
133115220

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator
Margaret Wacker
mwacker@gunnisoncounty.org
(970)641-7913

8. Authorized Official
Matthew Birnie
mbirnie@gunnisoncounty.org

Federal Agency Information

9. Awarding Agency Contact Information
Ernsley P Charles
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
ECharles@hrsa.gov
(301) 443-8329

10. Program Official Contact Information
Deborah Medina
Project Officer
Healthcare Systems Bureau (HSB)
DMedina@hrsa.gov
(301) 443-0582

Federal Award Information

11. Award Number
1 G32HS42612-01-00

12. Unique Federal Award Identification Number (FAIN)
G3242612

13. Statutory Authority
Section 2501 of Public Law 117-2 (American Rescue Plan Act of 2021); Section 311(a) of the Public Health Service (PHS) Act (42 USC §243).

14. Federal Award Project Title
Local Community-Based Workforce to Increase COVID-19 Vaccine Access

15. Assistance Listing Number
93.011

16. Assistance Listing Program Title
National Organizations for State and Local Officials

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/31/2021 - End Date 07/30/2022	
20. Total Amount of Federal Funds Obligated by this Action	\$999,999.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$999,999.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$999,999.00
26. Project Period Start Date 07/31/2021 - End Date 07/30/2022	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$999,999.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Tammy Ponton on 07/21/2021

30. Remarks



Notice of Award
Award Number: 1 G32HS42612-01-00
Federal Award Date: 07/21/2021

Healthcare Systems Bureau (HSB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	\$261,580.00
b. Fringe Benefits:	\$93,600.00
c. Total Personnel Costs:	\$355,180.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$82,000.00
f. Supplies:	\$1,000.00
g. Travel:	\$5,000.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$20,354.00
j. Consortium/Contractual Costs:	\$472,112.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$935,646.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$64,353.00
q. TOTAL APPROVED BUDGET:	\$999,999.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$999,999.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$999,999.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$999,999.00

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
21 - 388CWVO	93.011	21G32HS42612C6	\$999,999.00	\$0.00	N/A	21G32HS42612C6

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
	Not applicable

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.91

37. BHCNIS#

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under “Expanded Authority,” as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See “Prior-Approval Requirements” in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
5. Funds for incentives under this award must not be used to make cash payments such as cash lotteries or cash raffles for engagement of families or participants to get vaccinated. Additionally, gift cards are not to be exchanged for cash, or used to purchase alcohol, tobacco, or weapons.
As the grant recipient, you must have established institutional policies and procedures for providing incentives to project participants. Individual recipients of gift card incentives must sign a statement acknowledging and agreeing to the purpose(s) of and restrictions (unallowable costs) on the incentive.
As the grantee institution, you have the primary responsibility for developing and adhering to your organizational participant incentive policy and maintaining appropriate documentation for each participant gift card. Lastly, it is also the responsibility of the grant recipient to report all grant related costs and it is the responsibility of the sub-recipient to track and report these costs to you as the grant recipient.
6. The terms and conditions in the NOA apply directly to the recipient of HRSA funds. The recipient is accountable for the performance of the project, program, or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the recipient, as cited in the NOA. In general, the requirements that apply to the recipient, including public policy requirements, also apply to subrecipients under awards, and it is the recipient's responsibility to monitor the compliance of all funded subrecipients. See 45 CFR § 75.101 Applicability for more details.

Program Specific Term(s)

- Organizations that receive awards from both **HRSA-21-136 Community-Based Workforce for COVID-19 Vaccine Outreach and HRSA-21-140 Local Community-Based Workforce to Increase COVID-19 Vaccine Access** must ensure there is no duplication of effort across the two awards, including programmatic, staffing, and financial separation for auditing purposes. This includes award recipients and sub recipients, as applicable. Contact your HRSA Project Officer with any questions.

Standard Term(s)

- Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

- Due Date: Monthly (None) Beginning: Budget Start Date Ending: Budget End Date, due 7 days after end of reporting period.**

The recipient shall submit monthly progress reports on programmatic and management practices. The reports must include both quantitative data and narratives to capture project progress to date. At a minimum, the reports should include:

- Progress on hiring process
 - o Number of community outreach workers hired to date
 - o Number of individuals hired from the communities served by this project
 - o Demographic characteristics (gender/ethnicities/race) of individuals hired
- Number and demographic characteristics (gender/ethnicities/race) of individuals who received assistance under this project
- Number and demographic characteristics (gender/ethnicities/race) of individuals who received vaccine outreach and education information

Note that specific data points may be added or revised during the course of the performance period of the project. HRSA will provide additional information regarding the reporting requirement during the award recipients' kickoff meeting in August.

Monthly reports are due within 7 days following the end of the reporting month.

Reporting Period	EHBs Deadline
July 30, 2021—August 31, 2021 (July 31, 2021-August 31, 2021)	September 7, 2021
September 1, 2021—September 30, 2021	October 7, 2021
October 1, 2021—October 30, 2021	November 7, 2021
November 1, 2021—November 30, 2021	December 7, 2021
December 1, 2021—December 31, 2021	January 7, 2022
January 1, 2022—January 31, 2022	February 7, 2022
February 1, 2022—February 28, 2022	March 7, 2022
March 1, 2022—March 31, 2022	April 7, 2022
April 1, 2022—April 30, 2022	May 7, 2022
May 1, 2022—May 31, 2022	June 7, 2022
June 1, 2022—June 30, 2022	July 7, 2022
July 1, 2022—July 29, 2022 (July 1, 2022—July 30, 2022)	August 7, 2022

- Due Date: Within 60 Days of Project End Date**

The recipient shall submit a final report that includes a description and assessment of the award recipient's use of funds provided under this grant program with a detailed description of activities accomplished. The final report must include both quantitative and narratives that capture the activities accomplished by the award recipient.

The final report is due within 60 days after the project period ends.

- Due Date: Quarter End Date after 90 Days of Budget End Date**

The grantee must submit a Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the grant project period ends. Please refer to the chart below for the specific due date for your FFR:

Budget Period ends August – October: FFR due January 30

Budget Period ends November – January: FFR due April 30

Budget Period ends February – April: FFR due July 30

Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Margaret Wacker	Program Director	mwacker@gunnisoncounty.org
Jody Wise	Business Official	jwise@gunnisoncounty.org
Margaret Wacker	Point of Contact	mwacker@gunnisoncounty.org
Matthew Birnie	Authorizing Official	mbirnie@gunnisoncounty.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Assessor Request for Use of the AI

Action Requested: Motion

Parties to the Agreement: BOCC only

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Motion to approve extended appeal period in 2022

Fiscal Impact: 0

Submitted by: Kristy McFarland

Submitter's Email Address: kmcf3g@gmail.com

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Request appears legally sufficient. Note that under law "The governing body of the county shall provide notice of the election to the board of assessment appeals and to the district court in such county." Colo. Rev. Stat. Ann. § 39-5-122.7 (West). May want to confirm who will be responsible for preparing and transmitting these notices (cannot recall who has taken lead historically). MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/13/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 1/18/2022

Date: 18 January 2022

To: Gunnison County Board of County Commissioners

From: Kristy McFarland, Gunnison County Assessor

RE: Alternate Protest Period for 2022

In accordance with §39-5-122.7, C.R.S., I am respectfully requesting that Gunnison County Board of County Commissioners elect to use the alternate protest and appeal procedure in 2022. Gunnison County has been using the extended appeal period since 2017.

The regular and alternate schedule are as follows:

<u>Regular</u>	<u>Alternate</u>	
5/1 – 6/1	5/1 – 6/1	Assessor level appeal
6/30	8/15	Assessor mails Notice of Determinations
7/1 – 7/15	9/1 – 9/15	Property owners petition to the County Board of Equalization
7/15 – 8/5	9/15 – 10/31	County Board of Equalization conducts hearings

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Master Services Agreement; PayDHealth, LLC; Effect

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Board Signature for Paydhealth Agreement

Fiscal Impact:

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:

We normally do not agree to mutual indemnity or choice of forum provisions outside of Gunnison CO. However, this does not render the contract per se legally insufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/13/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”), dated December 1, 2021 and effective on January 1, 2022 (the “Effective Date”), is entered into by and between **GUNNISON COUNTY, COLORADO** (“Customer”), a plan sponsor or health and welfare fund with offices located at 200 E VIRGINIA AVE, GUNNISON CO 81230-2248, and **PAYDHEALTH, LLC**, a Texas limited liability company (“Paydhealth”), with administrative offices at 4100 Alpha Rd Suite 500, Dallas TX 75244. Customer and Paydhealth are each referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Customer is the plan administrator of healthcare benefits plan or plans (the “Plan”) that provides medical and prescription drug benefits to Plan subscribers and their covered beneficiaries (“Participants”);

WHEREAS, Customer desires to provide access to healthcare products and services, as defined in Schedule 1 of this Agreement, to its Participants;

WHEREAS, Paydhealth provides services to plan administrators and Participants that facilitate access to healthcare products and services by supporting the Participant with advocacy services designed to reduce the cost of healthcare benefits obtained by Participant under the Plan (the “Program”);

WHEREAS, the Parties desire to enter into a contract by which Paydhealth provides services to and on behalf of the Customer’s Participants;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party hereto to the other, Customer and Paydhealth agree as follows:

AGREEMENT

1. **Services**. Customer’s Participants that need healthcare products and services outlined in Schedule 1 will be automatically enrolled the Program provided by Paydhealth to the Plan and its Participants. Paydhealth shall provide to Customer the Program services set forth on Schedule 1, which is attached hereto and made a part hereof (the “Services”).

2. **Term**. This Agreement shall be effective as of the Effective Date and shall continue for a period of 3 years thereafter. Thereafter, this Agreement will automatically renew with the same terms and conditions set forth herein for successive 1 year renewal terms, unless terminated sooner pursuant to Section 5 hereof.

3. **Fees and Expenses**.

3.1 **On Schedule 1**. In consideration of the performance of the Services, Customer shall pay Paydhealth fees based on the Services defined in Schedule 1.

3.2 **Payment Due Dates; Interest on Late Payments; Disputes**. Payments on all invoices are due within Fifteen (15) of the invoice’s date. In the event of a disputed invoice, Customer shall notify Paydhealth within 3 days of receipt of invoice that it disputes the accuracy or appropriateness of such invoice and specify the particular respects in which such invoice is inaccurate or inappropriate. Customer shall pay for all undisputed items and any remaining disputed items shall be resolved in a timely and efficient manner. Any payment due under this Section 3.2 that is not received by the payment's due date shall accrue interest, on a daily basis at a rate equal to 0.05% (or the maximum amount permitted by law, if less), which must be paid by the Customer with the payment obligation to Paydhealth from the date first owed until paid. The Parties agree that meetings,

either telephonic or otherwise, shall be convened between the appropriate Customer and Paydhealth representatives to resolve disputes, and if no resolution has been reached within 30 days of notification, a meeting will be scheduled between senior management of both Parties. If disputes cannot be resolved within 60 days from the date of the notice, the Parties will be bound by the provisions set forth in Section 14.9. Payment shall be made by electronic funds transfer to a Paydhealth-designated bank, or as defined during the Program's set-up period.

4. Confidentiality.

4.1 Confidential Information. During the term of the Agreement, each Party, and its employees and agents, may obtain Confidential Information (as defined herein), from the other Party. The Party receiving Confidential Information shall hereafter be referred to as the "Recipient" and the Party disclosing such Confidential Information shall hereafter be referred to as the "Disclosing Party". Except as provided in Section 4.2, "Confidential Information" shall mean any and all information (whether or not specifically labeled or identified as confidential, and whether oral, written, electronic or otherwise) relating to the Disclosing Party, its affiliates, or the Services (including, without limitation, software, data, design plans, plan material, prescription or medical benefit plan document language or revisions, health benefits design and adjudication rules, legal opinions documents, operational or financial information or other business or technical information, names of employees, clients, vendors, investors, and business relationships) that is as of the date hereof or may in the future be disclosed to Recipient or any of its Representatives (as defined below) by the Disclosing Party or any of its Representatives in connection with the Services, whether disclosed before or after the execution of this Agreement. References to "Representatives" in this Agreement shall mean, (a) with respect to the Disclosing Party, its officers, directors, members, managers, partners, employees, agents, representatives, consultants and advisors (including, without limitation, financial advisors, counsel and accountants), in each case, who are acting on behalf of the Disclosing Party in connection with the matters contemplated hereby, and (b) with respect to the Recipient, its officers, directors, members, managers, partners, and employees, in each case, any such person who receives Confidential Information from the Recipient or on its behalf. For the avoidance of doubt, the Parties agree and acknowledge that Paydhealth program design, plan document language, and their derivative works are: (a) Confidential Information subject to the non-use and non-disclosure obligations set forth in this Agreement; and (b) copyrighted material protected by law.

4.2 Exceptions. Confidential Information does not include and there shall be no restrictions on disclosing information that: (i) is now, or that later becomes, generally available to the public through no action by Recipient or its Representatives in violation of this Agreement, (ii) was already in Recipient's or its Representatives' possession prior to its disclosure to Recipient or such Representative pursuant to this Agreement, (iii) is independently developed by Recipient or its Representatives without reference to, or the use of, any Confidential Information, or (iv) becomes available to Recipient or its Representatives from a source other than Disclosing Party, provided that, to the knowledge of Recipient or such Representative, such source was not bound by an obligation of confidentiality to Disclosing Party with respect to such information. Recipient shall have the burden of proving the existence of any of the exceptions described in this Section 4.2.

4.3 Non-Disclosure of Confidential Information; Notice of Breach. Recipient shall keep the Confidential Information confidential in accordance with the terms hereof and shall not disclose or reveal it to any person other than (a) with the Disclosing Party's prior written consent, (b) pursuant to Law (as defined below) in accordance with Section 4.5, or (c) to its Representatives who are involved in evaluating, negotiating, consummating, administrating or approving the Services and who agree to maintain the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. Recipient shall not copy or reverse engineer any material disclosed under this Agreement or remove any proprietary markings from any Confidential Information. Recipient shall provide prompt written notice to the Disclosing Party of any

breach or potential breach of this Agreement, and will take all reasonable steps to limit disclosure of the Confidential Information following such breach.

4.4 Security of Confidential Information. Recipient shall treat the Confidential Information as it would its own proprietary and confidential information, and shall safeguard the Confidential Information in a manner reasonably sufficient to prevent a breach of the confidentiality required by this Agreement. Without limiting the foregoing, Recipient agrees that the level of security provided for the Disclosing Party's Confidential Information shall be consistent with the level of security provided by the Recipient for its own confidential, proprietary and sensitive information, but in any event no lesser a level of security than that which a commercially reasonable person would utilize with respect to its own confidential information. Recipient shall not remove or export from the United States any Confidential Information or direct product thereof under this Agreement, or take any other action, in violation of applicable United States or foreign export controls laws or regulations.

4.5 Permitted Disclosure. If Recipient or its Representatives are requested or required by law, regulation, legal process, regulatory or self-regulatory authority, subpoena, or judicial or governmental order (collectively "Law") to disclose Confidential Information, Recipient or such Representative shall provide prompt written notice to Disclosing Party (unless such notice is prohibited by law or impracticable) to Disclosing Party of any such request or requirement so that Disclosing Party may, at its sole option and expense, seek a protective order or other appropriate remedy. Recipient or such Representative, as applicable, agrees to reasonably cooperate with Disclosing Party in any such proceeding, at Disclosing Party's sole expense. In the absence of a protective order or a waiver from the Disclosing Party, nothing in this paragraph shall limit or otherwise affect Recipient's or its Representatives' right to disclose Confidential Information if Recipient or such Representative is advised to do so by its counsel. Regardless of whether such protective order or other appropriate remedy is obtained, Recipient or its Representative will furnish only that portion of the Confidential Information that Recipient or such Representative is required on the advice of its counsel to turn over. Notwithstanding the foregoing, the Recipient and its Representatives may disclose Confidential Information pursuant to any routine inspection, investigation, examination or inquiry by a regulatory or self-regulatory authority without providing notice to the Disclosing Party or taking any action hereunder.

4.6 Return or Destruction of Confidential Information. Upon termination of this Agreement, Recipient shall cease using the Disclosing Party's Confidential Information. At any time upon the written request of Disclosing Party, Recipient shall, and shall direct its Representatives to, return to Disclosing Party or destroy all forms of Confidential Information in the possession of Recipient or any of its Representatives, as applicable, and confirm in writing that Recipient has complied with these obligations, provided, however, that Recipient and its Representatives may retain Confidential Information as required by Law, professional requirements or internal document retention policies, in each case, so long as such retained Confidential Information is kept confidential in accordance with this Agreement, for as long as required by this Agreement.

4.7 Ownership of Confidential Information. Nothing herein shall be construed as giving Recipient any license, right, title, interest in or ownership of the Confidential Information or intellectual property of Disclosing Party, provided, however, that Paydhealth shall have the right to use the Data as set forth in Section 9.1.

4.8 Remedies. In the event of any breach or threatened breach of this Section 4, and in addition to any and all other remedies available to Disclosing Party at law or in equity, Disclosing Party shall be entitled to seek injunctive and other equitable relief, without the necessity of proving actual damages or posting any bond or other security, and Recipient agrees that monetary damages and Disclosing Party's remedy at law may not be adequate. Recipient shall be responsible for any breach of this Agreement by its affiliates or

Representatives. The prevailing Party shall be entitled to recover its costs and fees, including reasonable attorneys' costs and fees, from the non-prevailing Party incurred by obtaining any such relief.

4.9 Term and Survival of Confidentiality Obligations. The Parties' obligations regarding Confidential Information shall apply during the term of this Agreement and for a period of 3 years beyond the termination of this Agreement. Notwithstanding the foregoing, with respect to any Confidential Information that is protected by the attorney-client, work product, joint defense, law applicable to trade secrets, or other legal privilege, or that is subject to any privacy laws (including but not limited to the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the SCHIP Extension Act, and any other federal, state or local laws governing the privacy of personal information, all as amended from time to time), the rights and obligations of the Parties under this Agreement shall continue until the later of (a) 3 years from the date of termination of this Agreement, or (b) the last date such categories of Confidential Information remain entitled to protection under applicable law.

5. Termination.

5.1 This Agreement may be terminated in accordance with any one of the following provisions:

5.1.1 With Notice. This Agreement may be terminated by Customer, with or without cause, by giving ninety (90) days' written notice to Paydhealth;

5.1.2 Insolvency. This Agreement may be immediately terminated by either Party if the other Party becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, or files or has filed against it a petition in bankruptcy or has a receiver appointed for a substantial part of its assets; or

5.1.3 Upon Material Breach. This Agreement may be immediately terminated by either Party if: (i) the other party breaches the other Party breaches the provisions of Section 4 hereof, (ii) either Party materially breaches the terms of Section 12 hereof, (iii) if either Party breaches the provisions of Section 13 hereof, or (iv) either Party materially breaches the HIPAA Business Associate Agreement, a copy of which is attached as Exhibit A to this Agreement.

5.2 Wind-Up; Post-Termination Fees. If this Agreement is terminated pursuant to this Section 5, Paydhealth shall use reasonable efforts during the period between notice of termination and the effective date of such termination to wind-up only those Services specifically designated by Customer in accordance with its responsibilities under this Agreement and applicable law and regulation, to reduce or eliminate further costs, and to cancel, if permitted under the terms of applicable agreements, any and all applicable third-party obligations. Within 30 days after the completion of wind-up of such Services (which wind-up includes receipt by Customer of any deliverables prepared by Paydhealth, if any, prior to the date of termination), Paydhealth shall provide Customer with a written itemized statement of all work performed by it hereunder. Paydhealth shall be entitled to payment of fees based on the Services provided to Program Enrollees (as defined in Schedule 1) after termination in the event that any Program Enrollees (as defined in Schedule 1) continue enrollment in alternate funding programs post termination. Such fees shall be charged and payable throughout the lesser of the term defined in Section 2 or the remainder of the calendar year in which the termination date is effective. If termination by the Customer is predicated on its choice to provide prescription drug benefits through a fully-insured product of a licensed insurance carrier, Paydhealth will waive on-going fees. Paydhealth will, in such cases, make a reasonable effort to alert alternate funding programs of the change to a Participants benefit enrolled in the Program. Paydhealth shall be reimbursed for all costs incurred on behalf of Customer through the termination date, if any, associated with canceling all applicable third-party obligations that are incurred through the date of termination. If the amount already paid by Customer to Paydhealth exceeds

such amount, then Paydhealth shall refund such excess to Customer, and if such amount is less than the amounts already paid by Customer to Paydhealth, then Customer shall pay the amount of the difference due to Paydhealth.

6. Indemnification

6.1 Indemnification of Customer. Paydhealth agrees to indemnify and hold Customer, its officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees and costs) resulting from the performance (or failure to perform) of Paydhealth, its officers, directors, employees and agents under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful act(s) of Customer.

6.2 Indemnification of Paydhealth. Customer agrees to indemnify and hold Paydhealth, its officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees and costs) resulting from the performance (or failure to perform) of Customer, its officers, directors, employees and agents under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful act(s) of Paydhealth.

6.3 Notice; Cooperation; Settlement. Any Party seeking indemnification pursuant to this Section 6 (the "Indemnitee") shall notify the Party from whom indemnification is sought (the "Indemnitor") of Indemnitee's notice of any claim, proceeding or investigation. Such notice shall (i) be in writing, (ii) be delivered to Indemnitor within 10 days of the date Indemnitee receives notice of such claim, proceeding or investigation, and (iii) indicate the nature and basis of the claim, proceeding or investigation. The Indemnitee shall cooperate in the defense of such claim, proceeding or investigation, subject to reimbursement by the Indemnitor for all reasonable out-of-pocket expenses. The indemnification set forth in Sections 6.1 and 6.2 shall include amounts paid in settlement; provided, however, that no such settlement shall be entered into without the consent of each Party, which consent shall not be unreasonably withheld.

6.4 Insurance. Notwithstanding any other provisions of this Agreement, Paydhealth shall procure and obtain during the term of the Agreement insurance as follows: (i) comprehensive general liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and workers' compensation insurance as required by law. Upon request, Paydhealth shall forward to Customer a certificate evidencing such insurance (or a letter of self-insurance covering these amounts).

7. Publicity/Publication.

7.1 Name; Trademark. Neither Party shall use or publish the other Party's name, trademarks, or its affiliates' names or trademarks in promotion, advertising, press releases or for any other purpose without the prior written consent of the other Party.

7.2 Approval for Publications. Any proposed publication written by Paydhealth as part of the Services under the Agreement shall be reviewed in advance by Customer and approved for publication prior to submission, said approval not to be unreasonably withheld.

8. Independent Contractor Status. Paydhealth, its employees, agents, and any other individuals assigned by Paydhealth to perform Services in accordance with the Agreement ("Staff Members") shall not be deemed agents, servants, partners, joint venturers or employees of Customer. Paydhealth and its Staff Members shall have no authority to take action on Customer's behalf or to bind Customer without the prior written consent of Customer. Paydhealth does not act as a fiduciary of the Customer for purposes of ERISA when Paydhealth

contracts with healthcare providers, or when Paydhealth exercises any other cost-containment functions described in this Agreement. No amounts that are to be or are transferred to Paydhealth shall be considered Customer assets. Paydhealth and its Staff Members are acting in the capacity of independent contractors of Customer. Customer is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes to Paydhealth. Paydhealth is responsible to provide any and all compensation, benefits and insurance to its Staff Members. It is also understood and expressly acknowledged that neither Paydhealth nor its Staff Members are eligible to participate in, nor are they eligible for coverage under, any of the benefit plans, programs, employment policies, procedures or workers' compensation insurance of Customer.

9. Data Ownership, Use, Protection and Privacy.

9.1 Data Ownership and Use. Any and all information arising out of or resulting from Paydhealth's performance of Services pursuant to the Agreement constitutes data (the "Data"). Paydhealth shall use the Data as necessary to perform the Services hereunder, and may use and disclose both during and after the term of this Agreement in anonymized form (de-identified in accordance with HIPAA) and as derived from the Program including drug and related data collected by Paydhealth or provided to Paydhealth by Customer for research, healthcare provider profiling, benchmarking, cost trending and other internal uses or other business purposes of Paydhealth and in all cases subject to applicable law. Notwithstanding the foregoing, any works previously disseminated by Paydhealth in the public domain shall not be considered Data and shall not receive the protection provided by this Section 9.

9.2 Confidential Personal Information. Paydhealth acknowledges that certain Data generated under this Agreement may include personally identifiable, private, patient, or customer information ("Protected Health Information"). Protected Health Information is subject to certain state and federal privacy laws, consumer protection laws, and laws governing contact with potential customers and the Parties hereto agree to comply in all material respects with such laws. Paydhealth shall use Protected Health Information only as necessary to perform the Services and its other obligations under this Agreement and each Party will execute and shall abide by the terms and conditions set forth in the HIPAA Business Associate Agreement, a copy of which is attached as Exhibit A to this Agreement.

10. Notices. Whenever any notice, consent, request, or other communication is to be given hereunder, it shall be in writing and delivered via either first class mail, registered or certified, express courier, or electronic mail, to the other Party's physical or electronic mail address provided below, as applicable. Such notice shall be deemed given when received.

If to Paydhealth:

Paydhealth, LLC
4100 Alpha Rd Suite 500
Dallas TX 75244

Attn: Legal Department

If to Customer:

Gunnison County, Colorado
200 E VIRGINIA AVE
GUNNISON CO 81230-2248

Attn: Legal Department

11. Assignment. Neither Party shall have the right to assign or transfer this Agreement or any of the rights or obligations hereunder without the prior written consent of the other Party, except only notice, and not consent, shall be required in the case of a merger, reorganization, acquisition, or other transfer of all or substantially all of such Party's assets or interests. Notwithstanding the foregoing, Paydhealth shall have the right to assign or subcontract certain of the Services required to be performed by Paydhealth to a third-party. Paydhealth remains responsible for the performance of a third-party under any Paydhealth Subcontract. Paydhealth shall defend and indemnify Customer for any and all claims, injuries, or damages of any kind that

occur in connection with any Paydhealth Subcontract or the performance thereunder, and Customer shall not be liable in any manner in connection with claims of any nature.

12. Compliance with Laws. Paydhealth and Customer shall comply with all applicable laws, regulations and permits. Paydhealth shall also comply with any policies of Customer furnished to Paydhealth in writing in accordance with Section 10 hereof.

13. Broker/Agent. Paydhealth may retain the services of a licensed Broker/Agent (“Producer”) to secure clients on its behalf on a fee or commission basis. Paydhealth will be solely responsible for any compensation to Producer which will be paid as set forth in a separate agreement between Paydhealth and Producer. Paydhealth will indemnify and hold Customer harmless for any claims for fees or commission by Producer. Producers retained by Paydhealth will abide by the terms of this Agreement, including but not limited to, paragraphs 12.

14. Miscellaneous Provisions.

14.1 Integration and Modification. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous contracts, agreements, and understandings, written or oral, between the Parties with respect to the Services contemplated herein. The Parties intend this Agreement to be a complete statement of the terms of their agreement, and no change, waiver, or modification of any of the provisions of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of Paydhealth and Customer.

14.2 Delays; Force Majeure. Neither Party shall be liable for the failure to perform its obligations under this Agreement if such failure is occasioned by a contingency beyond such Party's reasonable control, including but not limited to strikes or other labor disturbances, lockouts, riots, wars, civil unrest, acts of terrorism, earthquakes, fires, floods, storms, pandemics, epidemics, quarantine, or acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations.

14.3 Waiver. No waiver of, or delay in enforcing, any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as a further or continuing waiver of such term, provision or condition or of any other term, provision, or condition of this Agreement.

14.4 Successors and Assigns; Third Party Rights. This Agreement shall be binding upon and be enforceable by or against Paydhealth and its respective successors and permitted assigns. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any party other than the Parties hereto (and their respective permitted successors and assigns) any rights whatsoever, and no provision hereof may be enforced by any other person.

14.5 Section Headings. The paragraph headings of this Agreement are merely for the convenience of the Parties and are not to be construed as modifying or changing the obligations or conditions expressed in this Agreement.

14.6 Severability. If any clause, provision, section or paragraph of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be deemed severed from the remainder of this Agreement and will have no effect on the legality, validity or enforceability of the remaining provisions so that this Agreement shall otherwise remain in full force and effect.

14.7 Governing Law; Consent to Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without reference to its conflicts of

law principles. Each Party hereby consents and submits to the exclusive jurisdiction of the federal courts located in the Eastern District of Texas, and the state courts located within the boundary of the Eastern District of Texas, in any action or proceeding arising out of or related to this Agreement or the subject matter hereof, and each Party hereby waives (to the extent permitted by applicable law) any objection which it may now or in the future have to the laying of venue for any such action or proceeding in any such court. As a material inducement to the other Parties hereto to enter into this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, the right to demand a jury trial.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures, electronic signatures, or digital signatures are acceptable and enforceable.

14.9 Arbitration. In the event of a dispute between the Parties regarding this Agreement, the Parties shall first attempt to resolve their dispute through amicable discussion. In the event this fails, the Parties shall proceed to binding arbitration within 30 days (or longer if the Parties mutually agree), and such arbitration shall be administered by JAMS pursuant to its Arbitration Rules and Procedures. The arbitration award shall be final and binding regardless of whether one of the Parties fails or refuses to participate in the arbitration and it shall be enforceable by any court of competent jurisdiction. Costs of arbitration shall be divided by the Parties.

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IN WITNESS THEREOF, the following have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

PAYDHEALTH, LLC.

GUNNISON COUNTY, COLORADO

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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EXHIBIT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made and entered into as of the 1st day of December 2021 by and between **PAYDHEALTH, LLC** (hereinafter known as “Business Associate”), with administrative offices at 4100 Alpha Rd Suite 500, Dallas TX 75244, and **GUNNISON COUNTY, COLORADO** (herein referred to as “Covered Entity”) with administrative offices at 200 E VIRGINIA AVE, GUNNISON CO 81230-2248. Covered Entity and Business Associate are each referred to herein as a “Party”, and collectively as the “Parties”.

WHEREAS, Covered Entity wishes to continue a business relationship with Business Associate that has been memorialized in a Master Services Agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), or as otherwise amended; and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information as that term is defined under HIPAA; and

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate wish to enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, and the HITECH Act.

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

E. Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.

G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

H. Unsecured Protected Health Information or Unsecured HI. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. To Perform Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule, or other applicable federal or state laws and regulations, including, but not limited to, 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records).

B. In Compliance with Regulations. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Directly Responsible. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Use and Disclosure. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

B. Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Unauthorized Disclosure. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement. Business Associate shall immediately investigate any such use or disclosure and perform an appropriate risk assessment, to determine the likelihood that the use or disclosure compromised the privacy or security of the PHI. Business Associate shall convey the results of its investigation and risk assessment to Covered Entity as described in Paragraph D. below.

D. Notification of Disclosure. Business Associate shall promptly notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:

1. Be made to Covered Entity no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security; and

2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach.

E. Mitigation. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Notice to Affected Individuals. If an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI is determined to require any of the notifications described in 45 CFR 164 Subpart D, Covered Entity shall be solely responsible for making such notifications. However, for Breaches involving fewer than 500 individuals, at Covered Entity's discretion, Covered Entity may delegate to Business Associate the responsibility for notifying the affected individual(s) by providing notice of such delegation, in writing, to Business Associate.

G. Obligations of Agents. Business Associate agrees to ensure that any agent, including a contractor or subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees, in a writing that conforms to the requirements of 45 CFR 164.504(e), to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

H. Access, Designated Record Set. To the extent applicable, Business Associate shall provide access to PHI in a Designated Record Set at reasonable times during normal business hours, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

I. Amendments, Designated Record Set. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

J. Access to Premises. Business Associate shall, upon written request with reasonable advance notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

K. Documentation and Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner reasonably sufficient to respond to the individual's request.

L. Accounting of Uses and Disclosures. Business Associate shall, upon written request with reasonable advance notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

M. Access to Books and Records. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and reasonably cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

N. Disclosure to Report Illegal Activity. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

O. Disclosure Required by Law or with Reasonable Assurances. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. DUTIES OF COVERED ENTITY

A. Notice of Privacy Practices. Covered Entity shall provide Business Associate with its notice of privacy practices within 10 days of the Effective Date and shall notify Business Associate of any limitation(s) in the notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notice of Restrictions on PHI. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. TERM AND TERMINATION.

A. Term. The term of this Agreement shall be effective as of the date the Underlying Agreement is effective, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section V.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in Paragraph 2. of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate retains such PHI.

VI. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VII. REMEDIES IN EVENT OF BREACH. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and reasonable expenses and costs that were actually incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VII shall be in addition to (and not supersede) any action for damages or any other remedy Covered Entity may have for breach of this Agreement.

VIII. MODIFICATION. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

IX. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other agreement entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity or Business Associate, as applicable, to comply with the Privacy Rule and HIPAA.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notices. All notices, consents, requests, or other communications to be given under this Agreement will be made in writing and delivered via either first class mail, registered or certified, express courier, or electronic mail to the Party's applicable address below:

If to Business Associate:

Paydhealth, LLC
4100 Alpha Rd Suite 500
Dallas TX 75244

Attn: Legal Department

If to Covered Entity:

Gunnison County, Colorado
200 E VIRGINIA AVE
GUNNISON CO 81230-2248

Attn: Legal Department

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof, and supersedes all prior or contemporaneous written and oral negotiations, representations, and agreements concerning the subject matter.

E. Successors and Assigns; No Third Party Rights. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any party other than Covered Entity and Business Associate (and their respective permitted successors and assigns) any rights whatsoever, and no provision hereof may be enforced by any other person.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties agree that all electronic copies of this Agreement and signatures hereto shall be duplicate originals.

G. Waiver. No waiver of, or delay in enforcing, any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as a further or continuing waiver of such term, provision or condition or of any other term, provision or condition of this Agreement. Further, no waiver of any of the provisions of this Agreement shall be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party.

H. No Partnership or Agency. This Agreement does not create any agency or partnership relationship.

I. Assignability. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, except only notice, and not consent, is required in the case of a merger, reorganization, acquisition, or other transfer of all or substantially all of such Party's assets or interests.

J. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

K. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. Each Party hereby consents and submits to the exclusive jurisdiction of the federal courts located in the Eastern District of Texas, and the state courts located within the boundary of the Eastern District of Texas, in any action or proceeding arising out of or related to this Agreement or the subject matter hereof, and each Party hereby waives (to the extent permitted by applicable law) any objection which it may now or in the future have to the laying of venue for any such action or proceeding in any such court.

L. Delays; Force Majeure. Neither Party shall be liable for the failure to perform its obligations under this Agreement if such failure is occasioned by a contingency beyond such Party's reasonable control, including but not limited to strikes or other labor disturbances, lockouts, riots, wars, civil unrest, acts of terrorism, earthquakes, fires, floods, storms, pandemics, epidemics, quarantine, or acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations.

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IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**BUSINESS ASSOCIATE
PAYDHEALTH, LLC.**

**COVERED ENTITY
GUNNISON COUNTY, COLORADO**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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SCHEDULE 1

to Master Services Agreement

1. Services.

Paydhealth will provide the following Services to Customer and those individuals identified by Customer to be eligible for Plan sponsored healthcare benefits (“Program Enrollees”):

1.1 Specialty Services and Products. Paydhealth shall provide advisory and advocacy services for certain healthcare services or products noted on a specialty services, drug or product list (collectively, “Select Drugs and Products List”) that are obtained by Program Enrollees.

1.2 Customer agrees to the following:

1.2.1 Select Drugs and Products List. Customer shall confirm and designate a list of services and products to be included on the Select Drugs and Products List. Such services and products shall require prior authorization or pre-certification as appropriately applied under the Plan.

1.2.2 Coding of Adjudication Rules. Customer shall instruct its claims processor, pharmacy benefit manager, or third-party administrator (collectively “TPA”), to adjudicate products and services listed on the Select Drugs and Products List per Paydhealth guidelines, as defined during the Program set-up period, and consistent with the Plan’s policy and related documents (such policy and documents, the “Plan Documents”). A copy of the Policy for 1st Level Appeal Criteria for Drugs included on the Select Drugs and Products List is attached as Attachment 1.2.2 to this Agreement.

1.2.3 Data. Customer shall instruct its TPA(s) to provide claims activity data per Paydhealth guidelines, as defined during the Program set-up period, and in a manner consistent with the Plan Documents. Customer shall complete and execute a letter authorizing disclosure of claims detail information between its TPAs and Paydhealth, a copy of which letter is attached as Attachment 1.2.3 to this Agreement.

1.2.4 Grievance Processing. Customer agrees to timely adjudication of grievance claims identified by Paydhealth for reconsideration determinations when Program Enrollees meet Plan-defined benefit reconsideration criteria.

1.2.5 On-going Communication. Customer shall work in good-faith to implement the Program by designation of a point-of-contact, to coordinate on-going Customer communication, and approve and execute Program required general marketing and communication with Plan participants and their beneficiaries.

1.3 Paydhealth agrees to the following:

1.3.1 Enrollment. Paydhealth shall facilitate the initial and ongoing enrollment in alternative funding programs for Program Enrollee(s) with active orders for products or services listed on the Select Drugs and Products List.

1.3.2 Shipment. Paydhealth shall confirm shipment and receipt of products or services listed on the Select Drugs and Products List provided to Program Enrollees under the Program.

1.3.3 Coordination with Providers. Paydhealth shall instruct the specified healthcare provider(s), as designated by alternate funding programs, to coordinate alternative funding program requirements related to product or service delivery on behalf of the Program Enrollees.

1.3.4 Program Fees Information. Paydhealth shall provide sufficient information to Customer to support reconciliations of Program fees, including the provision of 1) Program Enrollee utilization activity, 2) Plan, alternate funding, and Program Enrollee payment values, and 3) costs avoidance.

1.3.5 Resolution of Issues. Paydhealth shall work with Customer, Customer vendors, pharmacy benefit manager, and Program Enrollees to resolve issues that may affect Program Enrollee access to items included in Select Drugs and Products List during the term of the Master Services Agreement between Paydhealth and Customer to which this Schedule 1 is attached and made a part of.

2. Program Eligibility and Payroll Data.

Customer, or Customer's designee, at Customer's sole expense, will provide Paydhealth all information concerning the Plan and those individuals identified by Customer to be eligible for healthcare benefits under the Plan, as set forth in the eligibility file and, a payroll file (when applicable), or as otherwise communicated by Customer in a format acceptable to its pharmacy benefit manager (herein "Plan Participants"). Customer shall maintain, to the best of its ability, eligibility data needed to perform the Services, including any updates thereto ("Eligibility Information"). This Eligibility Information must be complete and accurate, provided timely, updated every 30 business days, and in a format and media acceptable to Paydhealth. Paydhealth shall load such complete, accurate and properly formatted Eligibility Information into its integrated system within 24 hours of receipt. Paydhealth will host secondary addresses for Program Enrollees so long as this information is included in the appropriate fields in the eligibility data provided by Customer. Customer acknowledges that Paydhealth, Program Enrollee's prescriber or Program pharmacy shall be able to rely on the Eligibility Information provided by Customer.

3. Select Drugs and Products List Administration.

3.1 Select Drugs and Products List. Customer hereby adopts, as part of the Plan design, a Select Drugs and Products List with exceptions as agreed to by Paydhealth. Paydhealth acknowledges that the Customer has the right to customize the Select Drugs and Products List from time to time.

3.2 Changes to Select Drugs and Products List. Customer shall notify Paydhealth, and any impacted Program Enrollees in writing of changes to the Select Drugs and Products List 30 days prior to any change. In the event that a product or service is removed from the Select Drugs and Products List, Paydhealth shall continue services throughout the Plan eligibility period for that Program Enrollee's Plan as related to the removed drug and Customer shall be obligated to pay Paydhealth for such services until Program Enrollee has transitioned to an alternative therapy, discontinued therapy, or has terminated from the Plan,

3.3 Practitioner's Authority over Select Drugs and Products List. Customer acknowledges the Program Enrollee's healthcare practitioner shall have final authority over the prescribed products or services to a Program Enrollee, regardless of benefit coverage and that Paydhealth has no authority to substitute such products or services without the approval of the Program Enrollee's healthcare practitioner.

3.4 Pricing Assumptions.

3.4.1 Modification of Financial Provisions. Paydhealth reserves the right to modify or amend the financial provisions in this Agreement in the event of a material change in the scope of services to be performed by Paydhealth, or any government imposed or industry wide change that would impede Paydhealth's ability to provide the pricing described in this Schedule 1, including a change in Customer's alignment with its TPA or its TPAs preferred services or product lists. Paydhealth shall provide Customer with 120 days' advance notice of any proposed modification or amendment of the financial provisions of this Agreement.

3.4.2 Pricing Benchmarks. The Parties acknowledge that the pricing indices historically used by third-party payers (i.e., First Data Bank, Medi-Span, etc.), including Customer's TPA, are the basis for the financial offer of this Schedule 1 and are outside the control of the Parties. The Average Wholesale Price (AWP) is equal to 120% of the pricing indices reported Wholesale Acquisition Cost (WAC) on the verification date of a prescribed products receipt by a Program Enrollee. Verification date may be confirmed by any reasonable means including via electronic means (i.e., instant message, imaging, email, internet, or mobile application), telephonic means (i.e., telephone, facsimile), data exchange, or verification by dispensing pharmacy, benefit office, or the Program Enrollee. In the event of changes to these benchmarks, Paydhealth and Customer agree to negotiate in good faith to modify pricing in an equitable manner to preserve the financial interest of both Parties.

4. Deliverable.

4.1 Contact Center Operations. Paydhealth shall operate a contact operation that facilitates responses to interest in the Program ("Contact Center") and shall provide Services to each caller with regard to the Program as appropriate. The Contact Center shall accept calls each weekday, with the exception of Paydhealth standard holidays, which are set forth in Attachment 1.2.4, from 8:00 a.m. to 8:00 p.m. Central Time through a toll-free number.

4.2 Program Operations. Program operations include: 1) intake of enrollment information and data entry into the Program service request tracking system, 2) collection of information sufficient to execute Program services, 3) advocacy and funding source identification for callers and determination of Program identified alternate funding program eligibility, 4) generation of and transmission of all enrollment confirmation, at the direction of the beneficiary, and 5) on-going maintenance to assure Program Enrollee maintains access to product or services noted on the Select Drugs and Products List with intention to procure such at the least cost to Program Enrollees and Plan.

4.3 Program Reporting. Paydhealth shall submit monthly reports to Customer regarding program activity and track cost-avoidance.

4.4 Enrollment Submissions. An Enrollment Submission is defined as the submission of an enrollment that is not missing information and is in ready status. Paydhealth shall complete 90% of each Enrollment Submission within 72 hours of initial intake.

5. Timeline.

5.1 Deliverables to Paydhealth. Prior to the Effective Date, Customer or its designee shall provide to Paydhealth: (i) the initial eligibility test data and the initial full eligibility data; (ii) the governing Plan/summary plan description, and an executed plan design document prepared by Customer's pharmacy benefit manager and approved by Customer, that may be modified by Customer from time to time in accordance with this Schedule 1, which documents the relevant parts of the Plan and which is used by the pharmacy benefit manager to provide services to Customer; and (iii) a refill file (if available) in a mutually acceptable format. Any

delays by Customer or its designee in providing this information may delay the implementation of Services by Paydhealth.

5.2 Enhanced Reimbursement Support Services. Subject to timely receipt of a refill file from a prior vendor or a new prescription, Paydhealth will begin enhanced reimbursement support services as of the Effective Date.

5.3 Summary Plan Description. Upon request by Customer, Paydhealth shall provide Customer standardized content for its Summary Plan Description (“SPD”) for Plan Participant handbooks and shall reasonably assist Customer in preparing the SPD; however, Customer shall retain final approval of the SPD.

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6. Fee Schedule, Pricing and Budget.

<u>Deliverable</u>	<u>Note</u>	<u>Fee (in US\$)</u>
Program Set-up	One-time Charge payable by the Customer if implementation is delayed, and notification of such delay has not been communicated, beyond thirty-days of the Effective Date.	US\$ 15000
Case Management Fee (CMF)	<p>Invoiced on or about the 5th Day of each month of the term</p> <ul style="list-style-type: none"> • Cost Avoidance Basis (CAB) = AWP less 15% <ul style="list-style-type: none"> ○ Alternate Funding Contribution (AFC) is the amount of cash value provided to a Plan participant or their beneficiary through an alternate funding program that offsets the CAB, AFC cannot exceed the CAB • Case Management Fee (CMF) = 30% x (AFC) 	30% of AFC
Specific Claim Maximum	<p>The maximum fee charged per prescription drug claim per Plan participant per year.</p> <p>A claim means the combined number of fills per prescription drug in one calendar year for each individual Plan participant or beneficiary enrolled in the Program.</p>	US\$ 125000
Admin Fee PEPM	The fee charged per employee per month, as reported to Company by the Customer's designated plan administrator.	US\$ 0
Admin Fee PMPM	The fee charged per member per month, as reported to Company by the Customer's designated plan administrator.	US\$ 0

ATTACHMENT 1.2.2

Policy for 1st Level Appeal Criteria for Drugs included on the Select Drugs and Products List

Plan Name: GUNNISON COUNTY, COLORADO

Policy Number: 001-2022

COVERAGE RATIONALE

Description

Effective Date: January 1, 2022

This policy provides parameters for coverage of products ***included on the Select Drugs and ProductsSM List*** offered through the Select Drugs and ProductsSM Program of the plan under the following circumstances:

- I. Specialty Drugs or products with a corresponding drug or medical coverage policy that do not meet external alternate funding program eligibility criteria
- II. Specialty Drugs and products without a corresponding drug or medical coverage policy that do not meet external alternate funding program eligibility criteria.

This policy does not address coverage for medications covered under the pharmacy benefit that are not included on the Select Drugs and ProductsSM List. Refer to pharmacy benefit coverage.

This policy does **not** address coverage of vaccines and the Coverage Guideline for Preventative Care Services.

Indications of Coverage

A specialty drug may be determined eligible for coverage when **all** of the criteria are met:

- 1. The drug is approved by the U.S. Food and Drug Administration and indicated for the requested condition; **and**
- 2. The requested drug has not been excluded from coverage by the Plan due to lack of efficacy, clinical benefit, or administrative program (e.g., exclusion at launch or within the 1st 6-month period post commercial availability, plan document); **and**
- 3. All of the following:
 - The drug is not eligible for external alternative funding
 - The member is not eligible for external alternative funding
 - The member has completed enrollment in the Select Drugs and ProductsSM Program
 - The member has complied with all Select Drugs and ProductsSM Program requests, including the accurate completion of external alternate funding program applications and requests, **and**
- 4. The drug is prescribed by a licensed health care professional; **and**
- 5. The requested drug is listed on the Select Drugs and ProductsSM List; **and**
- 6. The drug has been approved for medical necessity by the Plan or the Plan's designated third-party review organization.

A specialty drug, requiring administration by a healthcare practitioner, may be determined eligible for coverage under the Medical Benefit when all the above and the following criteria are met:

- 1. The requested drug or an in-network healthcare practitioner is unavailable at the scheduled time and date of administration of the requested drug. Under such circumstances, the Plan may authorize payment until both conditions have been addressed (1) the drug is available and (2) an in-network healthcare practitioner has been identified to administer the drug.

POLICY REVISION HISTORY	
DATE	Actions Taken
	Enacted
DATE _____	Signature: _____ APPROVED BY: _____

This Benefit Drug Policy provides assistance in interpreting the Plan benefit. When deciding coverage, the member specific benefit plan document must be referenced as the terms of the member specific benefit plan may differ from the standard benefit plan. In the event of a conflict, the member specific benefit plan document governs. Before using this policy, please check the member specific benefit plan document and any applicable federal or state mandates. The Plan reserves the right to modify its Policies and Guidelines as necessary.

ATTACHMENT 1.2.3

Letter authorizing disclosure of claims detail information

Dear Sir or Madam:

In accordance with the rules and regulations required under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Gunnison County, Colorado (“Covered Entity”) hereby authorizes PAYDHEALTH, LLC (“Paydhealth”), to securely disclose claims detail information concerning the Covered Entity’s health plan coverage directly to the Receiving Partner(s) listed on **Schedule 1** of this document (“Receiving Partners”), on an as requested basis. Additionally, the Covered Entity hereby authorizes its Receiving Partners, to securely disclose plan eligibility and claims detail information concerning the Covered Entity’s health plan coverage directly to Paydhealth. This authorization includes eligibility and claims information that is considered protected health information (PHI) under HIPAA.

Paydhealth and all Receiving Partners are Business Associates of the Covered Entity as defined by HIPAA, and an executed Business Associate Agreement between Covered Entity and each of those parties (“BAA”) is on file with the Covered Entity. The Covered Entity has determined that the above disclosure is permissible under the HIPAA Privacy and Security Rules, as well as any applicable health plan document and the applicable BAA.

This authorization will remain in effect until the earlier of 1) the date the Covered Entity or its designated third-party administrator notifies Paydhealth, in writing, to cease this ongoing disclosure, or 2) the date on which the Master Services Agreement, with an effective date of the January 1, 2022, between the Covered Entity and Paydhealth, is terminated.

By agreeing to transmit the information, Paydhealth is relying upon the representations of Covered Entity. Covered Entity agrees to indemnify and hold Paydhealth harmless from any and all liability, including expenses, attorneys’ fees, penalties or interest (liability) arising or resulting from Paydhealth’s disclosure of the above information at the request of the Covered Entity, unless such liability arose due to Paydhealth’s gross negligence.

Regards,

Signatory of Covered Entity

Name: _____

Title: _____

Date: _____

SCHEDULE 1

To ATTACHMENT 1.2.3

Receiving Partners

Contact Information for the third-party vendor to whom this authorization applies:

Name of Stop Loss Carrier: Vista Underwriting
Address: _____
Contact: _____
Phone: _____
Email: _____

Name of Prescription Benefit Manager: ProAct, Inc.
Address: 6333 STATE ROUTE 298 STE 210
EAST SYRACUSE NY 13057-1870
Contact: _____
Phone: _____
Email: _____

Name of Third-Party Administrator: Group & Pension Administrators
Address: 12777 MERIT DR STE 200
DALLAS TX 75251-1257
Contact: _____
Phone: _____
Email: _____

Name of Wholesale Broker: Cost Plus Advisors, LLC
Address: 31274 SUGARHILL LN
EVERGREEN CO 80439-8000
Contact: _____
Phone: _____
Email: _____

Name of Agency/Producer: Strategic Healthplan Consulting LLC
Address: 427 BELLEVIEW STE 202
CRESTED BUTTE CO 81224-
Contact: _____
Phone: _____
Email: _____

ATTACHMENT 1.2.4

Holidays

1. Holidays

1.1 Paydhealth Standard Holidays shall include all US Statutory holidays, including:

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

The 2nd Monday in October

Veterans Day

Thanksgiving Day and the Following Calendar Day

Christmas Day

Holidays falling on a Saturday are generally observed on the preceding Friday. Holidays falling on a Sunday are generally observed on the following Monday. Paydhealth may close at 5pm ET the day before Federal and Paydhealth approved holidays. Paydhealth will advise Customer of holiday closures in advance of each holiday. Any voicemail messages received during the holiday will be returned within one business day.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Signature; Hospit

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Asking for ratification of the County Manager's signature (signed 1-6-2022) - please see attached document

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. The first page should probably be dated. MRH 1.11.22

Reviewed by:

Discharge Date: 1/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/18/2022

Hospital Services Agreement

This Hospital Services Agreement ("Agreement") is made and entered into this ____1st____ day of __January __, 2022 ("Effective Date"), by and between **Gunnison Valley Hospital**, its employees, providers, agents, assigns and successors ("Provider"), and **Board of County Commissioners of the County of Gunnison, Colorado** ("**Gunnison County**"), acting and contracting separately on behalf of certain employer group health benefit plans as listed in Exhibit B ("Plans"). Provider and Gunnison County may be referred to individually as a "Party" and or collectively as the "Parties." For good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1: OBLIGATIONS OF PROVIDER

- A. Covered Services.** Provider shall provide Covered Services to Members in accordance with the applicable Plan and this Agreement. A "Member" shall mean an individual who is enrolled and participating in the Plan and eligible for Covered Services through the Plan Document.
- B. Availability and Non-Discrimination.** Provider shall ensure that the services it generally offers to the public are readily available to Members. Provider shall render Covered Services in accordance with the same standards as rendered to any other patients seeking healthcare services provided by Provider. Provider shall not differentiate or discriminate in the treatment of any Member because of race, color, national origin, religion, gender, gender identity, sex, marital status, sexual orientation, disability, age, or other status protected by applicable laws.
- C. Insurance.** Provider shall maintain for itself and participating providers professional and general liability insurance which covers their respective acts and omissions in providing and arranging for or denying health care services under this Agreement, in amounts reasonably consistent with the coverage amounts of other similarly situated providers or networks in the community.
- D. Responsibility for Services.** Provider will be solely responsible for the quality of Covered Services provided to Members. Gunnison County, participating Plans, claims administrators and Plan representatives are not responsible for the quality of Covered Services.

- E. **Change in Status.** Provider agrees to use commercially reasonable efforts to notify the County and Plans as soon as reasonably possible, but not later than ten (10) business days, from the date Provider is aware of any status change or circumstances that affects Provider's ability to carry out its obligations under this Agreement or otherwise to provide quality health care services to Members.
- F. **Covenant to Cooperate.** Provider agrees to use best efforts to cooperate with Plan or Claims Administrator, in support of resolving all Member and Plan complaints and grievances resulting from the provision of covered services, benefits, data collection and reporting.

ARTICLE 2 - OBLIGATIONS OF GUNNISON COUNTY AND THE PLANS

- A. **Notification of Eligibility.** Gunnison County shall cause the Plan or its Claim Administrator to provide Provider with the appropriate notification of eligibility for applicable Covered Services in accordance with the Plan requirements.
- B. **Status.** Plan shall reasonably notify Provider of any status change that may affect the Plan's ability to fund claims or carry out any of its obligations it may have under this Agreement. The County carries no obligation under this provision.

ARTICLE 3 - BILLING and COMPENSATION

- A. **Claims Filing and Reimbursement.** Provider shall file any Claims with all applicable supporting documentation to Plan's Claims Administrator no later than one hundred fifty (150) days from the last date of service rendered, or sooner if required by the Claims Administrator. Provider agrees to comply with industry standard coding logic, NCCI, Plan requirements and Centers for Medicare and Medicaid Services ("CMS") coding standards. A "Complete Claim" shall mean a post service claim for healthcare rendered by Provider during the term of this Agreement which contains all of the information necessary to determine whether the services rendered by Provider are Covered Services under the Plan. A post service claim will be deemed to be a Completed Claim if submitted using any form or procedure adopted by the Commissioner of CMS as a successor to any such form, an itemized bill for all services or each episode of care, an invoice, and all additional data elements requested in writing by the Plan or Claims Administrator within thirty (30) Business Days of receipt of the post service claim, or sooner if required by the Claims Administrator. Plan shall cause undisputed Complete Claims to be paid within forty-five (45) Days of receipt, or sooner if required by the Claims Administrator, and in accordance with the rate terms attached hereto as Exhibit A. If additional information is required to adjudicate claim, Plan or Claims Administrator shall make such request in writing. Upon

receipt and review of the requested information from Provider, Plan shall cause claim for Covered Services to be paid within fifteen (15) Business Days of receipt of the requested additional information, or sooner if required by the Claims Administrator. Reimbursement of Covered Services by Plan shall be limited to the amounts set forth in Exhibit A, less any amounts due from Member co-payments, deductibles, coinsurance, penalties, or non-Covered Services pursuant to the Plan. Provider agrees to accept the reimbursement amounts set forth in Exhibit A as payment in full for Covered Services. Provider expressly agrees not to seek additional payments or compensation from Gunnison County, the Claims Administrator, Members or their dependents other than the amounts for Member's Out of Pocket amount.

B. Copays, Coinsurance, and Deductible. The collection of Member's Copayments, Coinsurance, or Deductible ("Out of Pocket") is the sole responsibility of Provider and such amounts shall not exceed the amounts specified by the Plan. Except for the Member cost-sharing specified in the Plan document or summary plan description, Provider shall not bill any Member for covered services.

C. Disputed Claims. In the event of a denial of all or a portion of a Claim, participating Plan shall supply Provider with the reasons for denial, and shall pay the portion of the Claim, if any, that is not in dispute. In the event Provider disputes the denial of all or any portion of the Claim:

1. Provider shall dispute such denial in writing and provide documentation to participating Plan for reconsideration of such denial within 45 days of receipt of the denial.
2. Should Provider not supply written documentation within 45 days of receipt of the denial, Provider will be deemed to have waived all rights to dispute the denial of all or portions of the Claim.
3. In the event all or a portion of the dispute remains unresolved, the Parties shall, at the election of the Parties, proceed with Dispute Resolution proceedings, as agreed upon in this Agreement. Provider agrees it will not request or demand that any Member pay any disputed amount without first following this process.

D. Underpayment and Overpayment. Should an underpayment or overpayment be identified by either Party after a claim has been processed, the identifying Party will notify the other Party in writing within one hundred eighty (180) days of the date the claim was processed, or sooner if required by the Claims Administrator. Failure to do so shall be deemed a conclusive admission that the claim was paid properly and shall preclude any Party from seeking to recover for an overpayment or underpayment on such claim. Each Party shall

have forty-five (45) Business Days upon receipt of written notification to review and reconcile or dispute the alleged underpayment or overpayment. Both Parties agree to use their best efforts to resolve the dispute within sixty (60) Business Days of the dispute and refund or reimburse the agreed upon dollar amount in question. If the Parties are unable to resolve the dispute to their mutual satisfaction within sixty (60) Business Days, either Party may seek recourse under the Dispute Resolution provisions of this Agreement. Provider agrees it will not request or demand that any Member pay any underpaid amount without first following this process.

- E. Claims Administrator.** To the extent any of the provisions of this Article 3 conflict with the Claims Administrator's billing, payment, filing, or reimbursement policies, procedures or practices, the Claims Administrator's policies, procedures or practices shall control.

ARTICLE 4 - TERM AND TERMINATION

- A. Initial Term.** This Agreement shall be effective on the Effective Date and shall continue for a period of a total of twelve (12) months (the "Term") until otherwise terminated in accordance with this Agreement.
- B. Termination Without Cause.** The County may terminate this Agreement at any time by giving the Provider ninety (90) days advance written notice of the termination date.
- C. Termination for Cause.** Either Party may terminate this Agreement for breach by the other Party with thirty (30) days advance written notice, provided such breach is not cured within the thirty (30) day notice period to the satisfaction of the aggrieved Party.
- D. Effect of Termination.** As of the date of termination, this Agreement shall be considered of no further force or effect and each of the Parties shall be relieved and discharged from this Agreement except that termination of this Agreement shall not release Provider from the obligation to continue ongoing treatment in accordance with the dictates of medical prudence. Upon termination of this Agreement, Provider agrees to use best efforts to cooperate with the County and the Plans in the transfer of Members to other hospitals.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES.

Provider represents and warrants as follows:

- A. Provider is properly organized and operated to undertake its duties as described in this Agreement and has secured and will maintain any and all licenses, certifications, or other authorizations required to conduct its business in the manner contemplated by this Agreement, including being accredited by the Joint Commission on Accreditation of Hospital Organizations ("JCAHO") to provide certain health care services.
- B. Provider has secured all authorizations necessary to execute this Agreement and the officer or employee signing this Agreement on behalf of Provider is authorized to do so and accordingly does bind Provider.
- C. Provider shall remain at all times during the term of the Agreement, fully licensed in all jurisdictions in which the Covered Services are rendered where licensure is required by applicable laws or regulations.
- D. Provider warrants that no participating professional provider shall provide Covered Services under this Agreement for which he/she is not credentialed.
- E. Provider will act in compliance with all applicable laws and regulations (including without limitation EMTALA, HIPAA, ERISA, HITECH, the Fair Debt Collection Practices Act, Colorado consumer law and regulation, and related regulations and regulatory guidance) which relate to Provider's performance pursuant to this Agreement. Notwithstanding the foregoing, the programs and services provided under this Agreement are not designed or intended to create any County Member or employee benefit plan or program. Provider shall not direct or encourage the Count or any Member to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Provider shall not act in any way which, to its knowledge, could implicate or involve the County or any Member in a violation of any such law or regulation
- F. At its sole cost and expense, Provider will provide or arrange for the provision of such equipment, supplies, professional services and such other support services necessary for the performance of its obligations under this Agreement. Provider will retain ownership of and/or control over the equipment and/or supplies provided under this Agreement. Provider will also be responsible for paying any and all sales and use taxes owed for such equipment, supplies and services.
- G. Provider will be responsible for selecting, contracting with and managing any third-party contractors, all in accordance with the terms of this Agreement. Provider will retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis

to ensure the compliance with all its applicable obligations under this Agreement.

- H. Provider carries sufficient insurance typically maintained in Provider's industry for any and all claims related to medical services provided pursuant to or in relation to this Agreement, including but not limited to coverage of medical and business operations on the premises where services to Members are performed.

ARTICLE 6 - GENERAL PROVISIONS

- A. **Access to Records.** Provider will provide timely access to the Member's medical record and financial records for the services rendered. Such access will be given upon receiving ten (10) Business Days prior notification if requesting an on-site audit during normal business hours.
- B. **Billing Audit Requirements.** Upon reasonable prior written notice to Provider, the Plan or its designee may audit the charges made under this Agreement to determine if the charges accurately reflect the Covered Services provided to Members and whether such charges are consistent with the terms of this Agreement.
- C. **Amendments.** Except for amendments to Exhibit B—Participating Health Plans, all amendments must be in writing by mutual agreement of the Parties. Exhibit B may be amended by Gunnison County providing written notice to Provider of the new version.
- D. **Confidentiality of Information.** This Agreement is governed by the Colorado Open Records Act. Nothing in this Agreement shall prohibit Claim Administrator from sharing contractual or reimbursement terms with participating Plans, third-party administrators performing claim adjudication services under the Agreement, or stop loss carriers proposing and/or providing coverage to Plan Sponsors, or from releasing or disclosing Proprietary Information pursuant to a legal requirement, including a court order, government subpoena or regulatory requirement. Protected health information shall be secured and kept confidential pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and other applicable federal and state law.
- E. **Dispute Resolution.** In the event that a dispute pertaining to this Agreement arises between the Parties, both Parties agree to use their best efforts to resolve the dispute among themselves within forty-five (45) days of written note of dispute to the other Party. However, if such dispute is not satisfactorily resolved between the Parties within a reasonable time not to exceed ninety (90)

days, then such a dispute may be resolved through litigation. Should the County prevail in any litigation related to this Agreement, it shall be entitled to recover its attorneys' fees, costs and expenses associated with such litigation.

- F. Entire Agreement.** This Agreement and any exhibits and amendments attached hereto contains the entire understanding between the Parties and supersedes all prior agreements, either oral or in writing. There are no intended third-party beneficiaries to this Agreement.
- G. Independent Parties in Arm's Length Relationship.** The Parties acknowledge that they have a particular relationship under Colorado law. The Parties nonetheless represent and warrant to each other that this Agreement was negotiated at arm's length. None of the provisions of this Agreement are intended to create any relationship between Plan and Provider other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, or representative of the other, unless otherwise expressly provided by law. Provider shall retain control to direct its medical decisions, acts or judgments, and shall remain solely and fully responsible regarding same without the right to seek indemnity or contribution from Gunnison County under either this Agreement, the common law or otherwise. Provider shall be solely responsible for the payment of compensation of Provider personnel and contractors performing services hereunder, and Provider's personnel and contractors are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Provider personnel and contractors, but such responsibility shall solely be that of Provider.
- H. Compliance.** The Parties to this Agreement acknowledge that Provider is a Covered Entity, as defined under HIPAA, and Provider agrees to be fully compliant at all times with all required rules and regulations applicable to Covered Entities under HIPAA and any other state or federal law or regulation.
- I. Use of Names.** Either Party may use the other Party's name only for the purpose of advising Members of Provider's ability to provide Covered Services to Members. Such advisement may be in the form of a printed or electronic announcement.
- J. Waiver of Breach.** The waiver of any breach of this Agreement by either Party shall not constitute a permanent waiver or continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

- K. Severability.** In the event that any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, that provision shall be read out of the Agreement and shall not affect the remaining portions of this Agreement unless such illegality or unenforceability frustrates the objectives and purposes of this Agreement rendering performance impossible. In that event, the Parties will immediately commence negotiations to reform the contract and or remedy the offending provision(s).
- L. Governing Law and Venue.** Except to the extent preempted by federal law, this Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Any and all claims, disputes or controversies related to this Agreement shall be litigated in the District Court for Gunnison County, Colorado, which shall be the sole and exclusive forum for such litigation.
- M. Indemnification.** Provider agrees to protect, indemnify and hold harmless Gunnison County, the Plans, the Claims Administrator, and its agents, employees, directors, officers and affiliates (collectively, the "Gunnison County Plan Affiliates") from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees) which may be suffered or incurred in relation this Agreement, including but not limited to a breach of this Agreement by, or the negligent or intentional acts of, Provider, its officers, directors, employees (including participating Providers), agents, consultants, affiliates, or sub-providers, and for violations of federal or state law related to disclosure of protected health information, whether inadvertent or purposeful. Said indemnity is in addition to any other rights that the Gunnison County may have against Provider and will survive the termination of this Agreement.
- N. Colorado Governmental Immunity Act.** The Parties understand and agree that the County and the provider are relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.
- O. Legal Authority.** Provider 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 Provider represents and warrants that he has been fully authorized by Provider to execute the Agreement on behalf of Provider and to validly and legally bind Provider 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 Provider or the person signing the Agreement to enter into the Agreement. Provider represents and warrants that it had the opportunity to have this Agreement reviewed by legal counsel prior to its execution, and that it is not relying upon the advice or

counsel of any attorney of the County regarding the legal sufficiency, rights and obligations under this Agreement.

P. Order of Precedence. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

Q. 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.

R. 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, by their duly authorized officer and or agent, intending to be legally bound as of the Effective Date set forth above.

**Board of County
Commissioners of the County of
Gunnison, Colorado:**

Provider:



Signature

Signature

Matthew Birnie

MARK VAN DER VEER

Print Name

Print Name

Gunnison County Manager

CFO

Title

Title

1-6-2022

1/6/2022

Date

Date

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EXHIBIT A

Gunnison Valley Health Reimbursement Rates

	<u>Reimbursement Rate</u>
Hospital Facility Charges (excl. Pro Fees)	70% Percent of Hospital Charges
<u>Billing NPIs Included in this Category</u>	
1932109048	
1689023871	
1336684315	
1134754153	
1881627644	
1083831010	
Note - Any Pro-Fees billed under any of the above NPI with a Place of Service of 20 should be paid at 175% of Medicare Fee Schedule	
Pro- Fees - Family Medicine Clinic / Behavioral Health / Urgent Care	175% Percent of Medicare Reimbursement Rate (Current Schedule)
<u>Billing NPIs Included in this Category</u>	
1578997284	
1861014284	
1881275915	
Pro- Fees - Hospital Based	250% Percent of Medicare Reimbursement Rate (Current Schedule)
<u>Billing NPIs Included in this Category</u>	
1306295506	
1215563366	
1669094702	
Note - Any Pro-Fees billed under any of the above NPI with a Place of Service of 20 should be paid at 175% of Medicare Fee Schedule	
Time Based Anesthesia Pro-Fees	\$ 65.00 Per Unit (Base Units + Time units)
<u>Billing NPIs Included in this Category</u>	
1306295506	

Exhibit B
Participating Health Plans

Gunnison County

EC Electric

Clark's Market

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support Request; Western Colorado Univer

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Letter of support for WCU grant request

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@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\mbollig

Discharge Date: 1/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 1/18/2022

EDA Grant Evaluation Team

January 18, 2022

To the EDA Grant Evaluation Team:

The Gunnison County Board of Commissioners understands the stress that rural and remote communities face. The historic mainstay industries, like mining, ranching, and timber, which have been the foundations of these economies and community identities are in transition. Gunnison County has experienced significant losses in the coal industry to closures of major mines and reductions in other resource extraction industry jobs. To thrive in the future, communities must come together to define an inclusive and sustainable economic future that builds on their unique strengths, identities, and the surrounding lands. Building on the heritage of rural development, the partnership of TAPP and Western at the ICELab and future Manufacturing Innovation Center leverages the talent of Western's School of Business and CU's school of engineering to provide thought leadership, research, education, and partnerships for the renewal of resilient, inclusive, and sustainable economies in the Intermountain West.

In Gunnison County, we have done the early work of building our culture of entrepreneurship and innovation with the successful incubator and accelerator programs at the ICELab. Gunnison County has supported this work since its inception through staff capacity and financial resources. In our work with outdoor industry startups, we have identified that a light manufacturing cooperative for those first production runs is the next step in building our innovation ecosystem to support rural entrepreneurs creating new products. Real estate and capital for early stage development are challenging to come by in our community and we believe that this community resource could create significant momentum for companies to scale their businesses and create well-paid jobs.

We support this grant application as the key to a vibrant, inclusive, and sustainable future for Rural Intermountain West Communities is realized through engagement, research, education, and partnership with local stakeholders. Core to these values are:

- Promoting social and ecological diversity and inclusivity in organizational activities.
- Creating meaningful employment opportunities in rural communities.
- Nurturing ethical leaders and organizations to support commerce and the outdoor industry.
- Viewing public lands as a foundation of Western livelihoods, well-being, and identity.
- Encouraging investment in local entrepreneurs that supports these values.
- Supporting initiatives that reduce barriers to rural entrepreneurship.

We strongly support and look forward to partnering on the multi-regional ARPA Tourism Grant. Western Colorado has been in general economic/income stagnation compared to the rest of Colorado and the nation since 2008 and is currently being highly impacted by the transition away from coal and the associated mining and power generation industries. We hope we can continue to partner with the EDA

to grow and diversify our economy. As one of the Colorado Western Slope Coal Communities, we thank you for your time and consideration.

Sincerely,

Gunnison County Board of Commissioners

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

From: Cathie Pagano, Director of Community and Economic Development
To: BOCC
Date: January 14, 2022
Re: WCU Letter of Support

Julie Baca of WCU has requested a letter of support for WCU to apply for an EDA grant through the American Rescue Plan Act Travel, Tourism, and Outdoor Recreation funding opportunity. WCU is seeking support for a manufacturing cooperative. They are requesting \$10 million (the maximum allowed) and providing a 20% match for a new Outdoor Product Innovation Cooperative (Cooperative). The proposal is guided by a longer term need for economic diversification and will partner with the ICELab. The proposed EDA investment will fund the design and construction of a product and manufacturing innovation center to support the growing outdoor industry sector in our community and additional manufacturing needs. WCU seeks to support long term economic recovery through the creation of the Outdoor Product Innovation Cooperative which they foresee as a major driver of economic diversification in the years to come.

The combination of programming and support across both technical product and business development skills will create a robust collaboration and incubation environment to expand the light manufacturing sector in Gunnison County. It brings together the skills of university-level experts in business and engineering with local economic development partners in a way that is new to our community. Just as the ICELab has done already this new facility and the programming within it, will set the stage for entrepreneurs to build their businesses to such a degree that they can secure capital to establish their own facilities in Gunnison County. It builds a pipeline of new product-based businesses and jobs for years to come.

I've attached the draft letter of support for the Board's review. Thank you.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Dos Rios Water System; SCADA Computer Security Upg

Action Requested: Motion

Parties to the Agreement: TLCC and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a request for an unbudgeted upgrade of the SCADA system and software which provides our safety net for the water treatment plant and lift stations.

Fiscal Impact: \$16,848.00 - \$17,598.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Budget amendment will be needed, should not be a problem.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 1/18/2022

Robyn Zimmerman

From: Kim Evezich <kim@tlecc.net>
Sent: Friday, November 19, 2021 5:18 PM
To: Robyn Zimmerman
Subject: SCADA computer upgrade
Attachments: computer upgrade for 2022.pdf

[EXTERNAL SENDER - USE CAUTION]

Robyn, after discussion with our programmer, it was determined that the immediate security risk for continuing to use Win 911 is if you were using the mobile device display. (you are not) But, you will need to get the alarm dialer software upgraded soon. Since that requires an in-person visit, it is a better value to upgrade the whole computer at one time sometime in 2022. Quite a few things have changed since the last computer upgrade including the need for backup software, a NAS drive to protect the backup, the alarm dialer upgrade, and antivirus software requirements (Gunnison can provide one of your licenses). **SCADA computer vulnerability is much greater these days.** Thanks for the inquiry. Please see attached.

Kim Evezich

Estimator

Timber Line Electric & Control Corp.

Direct: 303-895-3074

Main: 303-697-0440

Cell: 303-588-0338

Email: Kim@tlecc.net





Our Mission: To find opportunities to delight our peers and customers by making the complex simple.

P.O. Box 793
 Morrison CO 80465-0793
 303-697-0440
 Fax: 303-697-0450
Kim@TLECC.net
 /

Date: 11/19/2021
 Gunnison County Water
 RE: TLECC Quotation J6074
 REF: SCADA computer upgrade options

Dear Robyn,

We are pleased to provide these options for your review.

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION.**
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,

Kim Evezich

Item	Description	Extended Pricing
1a	Computer upgrade for SCADA system consisting of one Airtop i7 solid state computer (no moving parts), 24" monitor. Also includes Microsoft office and VMware Plus+C .	\$3,371.00
1b	Includes 20 hours of labor for loading all software,  loading all service packs and checking security setting and version compatibility for each software, deploying the computer at Gunnison county, and testing system.	\$6,604.00
1c	IFix control software update plus one year of software	\$3,656.00

	support for 300 tag license and IGS drivers.	
2	SCADAPhone alarm dial-out software for 32 alarm points. Includes modem and labor to copy alarms to the new software and train operator	\$1,957.00
3	Shadow Protect software for back up of the entire computer including the "open" historian files. (1) NAS storage drive for back-up data that will provide a layer of security against malware infecting the backup data.	\$1,260.00
	<i>Computer upgrade total</i>	<i>\$16,848.00</i>
	Optional item: New 1KVA double inversion UPS for power backup and power conditioning for the SCADA computer if existing UPS is more than 10 years old. See notes below.	\$750.00 if purchased with computer

Notes:

1. If Gunnison County has more than 32 alarm points, the additional cost for the 200 point SCADAPhone license is \$1125.00 
2. If an analog phone line is not available at the WTP, then we can supply a digital to analog converter at an additional cost of \$225.00.
3. If Gunnison County chooses to pay for extended support on the iFix software after the first year (1st year is included), then future iFix upgrades are free. Gunnison County did not choose this support on the last upgrade. 

Additional notes: We are working with districts to help comply with the AWIA regulations. Several simple ways of meeting the SCADA resiliency requirements are:

- Verifying that the SCADA computer is powered by a high-quality, double-conversion UPS that will supply conditioned power as well as backup power. This style of UPS helps to prevent surge damage and will allow the computer to send alarm messages even if the power is out. A 1KVA Marathon double-inversion UPS is \$800. 
- Verifying that any outward-facing communication device (such as a cell modem or town WIFI) is plugged into the same UPS or additional UPS with data cable surge protector.
- Providing ShadowProtect backup software that will provide a backup for the graphics, database AND open historian files. This backup is valuable in the event of a computer crash or ransomware attack. The NAS drive provided a layer of protection against ransom ware for the data backup.
- District can provide anti-virus software, or you can ask Timber Line to install antivirus software while we are there.

If these products are not currently deployed at the SCADA computer, Timber Line can provide a quote.

Timber Line Electric and Control Corp. Terms and Conditions of Sale

This quote is valid for 30 days, and is subject to change after that time frame. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal or authorized representative.

Part numbers and shipping dates are based on the best information available at the time of quote and may change. Part numbers change frequently for items such as computers.

Shipping terms: Shipment times are based upon receipt of a written purchase order or contract and signed approval drawings. Unless otherwise noted, all materials are quoted **Free On Board point of origin**. TLECC's responsibility for loss ceases upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer against the carrier. **If TLECC is delivering to job site, field off loading has not been included in pricing.** Additional charges may be assessed for offloading. Buyer, general contractor, or owner shall be responsible for proper storage and handling following shipment.

TLECC's standard terms are Net 30 days with 1% per month late payment charges. These terms apply to materials and service work. Contract job terms are Net 30 days on a work-in-process basis. TLECC reserves the right to change these terms at any time, and has the right to modify the terms for individual customers. All sales are subject to acceptable credit rating of buyer. Any alteration to the terms stated on a TLECC quote will be considered a counter offer and is subject to acceptance in writing by a TLECC authorized representative. Unless clearly stated otherwise, no retainages will be allowed, or payment withheld pending third party payment. In the event of nonpayment, buyer will be subject to finance charges, collection costs and attorney's fees.

Sales, use and excise tax may be required by law. If buyer is tax exempt, buyer shall provide adequate documentation to TLECC. **If buyer is NOT tax exempt, Buyer is responsible for sales and use tax which will be charged on the materials of the job. Please request a sales tax estimate based on the correct sales tax district!**

Any order cancelled after 3 days of acceptance by TLECC may be subject to the cost of special materials, non-resellable goods and completed labor. In any event, TLECC reserves the right to charge the buyer for any and all expenses or labor incurred in connection with a purchase order. TLECC does not offer refunds on customized equipment.

In the event TLECC is unable to ship or deliver parts or perform services pursuant to any purchase order or other contract entered or accepted by TLECC due to a "Force Majeure" such as an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to timely receive necessary government approvals, government restraint or any other cause which is not reasonably within the control of TLECC, TLECC's obligations under the purchase order or other contract shall be suspended during such Force Majeure. If the Force Majeure cannot be promptly removed in TLECC's sole opinion, at TLECC's sole option, the purchase order or other contract may be terminated without further obligation or liability on the part of either party.

TLECC honors a 1 year warranty on new equipment. This includes repair or replacement of said equipment **at TLECC's discretion**. The equipment warrantee does not include the travel or labor to troubleshoot equipment. TLECC may include the labor at TLECC's discretion. TLECC will honor a 90 day warrantee on all installation labor. Except for those expressly provided for herein, no other warrantee express or implied applies. TLECC is not liable for lightning damage, vandalism, or acts of God.

Warrantee will be void on equipment which has been serviced by persons other than TLECC employees.

Limitations of liability: TLECC is not responsible for any modification or repairs to TLECC products made by persons other than TLECC personal. Timber Line is not liable for any and all consequential and incidental damages arising out of, or in connection with any purchase order or contract for equipment or services. This includes but is not limited to installation, service, or product's failure to perform, in connection with purchase order, contract, or verbal request for service.

JOINT CYBERSECURITY ADVISORY

Co-Authored by:



TLP:AMBER

Product ID: A20-350B

December 16, 2021

Understanding and Mitigating Russian State-Sponsored Cyber Threats to U.S. Critical Infrastructure

SUMMARY

This joint Cybersecurity Advisory (CSA)—authored by the Cybersecurity and Infrastructure Security Agency (CISA), Federal Bureau of Investigation (FBI), and National Security Agency (NSA)—provides an overview of Russian state-sponsored cyber operations; commonly observed tactics, techniques, and procedures (TTPs); detection actions; incident response guidance; and mitigations. This overview is intended to help the cybersecurity community reduce the risk presented by these threats.

CISA, the FBI, and NSA encourage the cybersecurity community—especially critical infrastructure network defenders—to adopt a heightened state of awareness and to conduct proactive threat hunting, as outlined in the [Detection](#) section. Additionally, CISA, the FBI, and NSA strongly urge network defenders to implement the recommendations listed below and detailed in the [Mitigations](#) section. These mitigations will help organizations improve their functional resilience by reducing the risk of compromise or severe business degradation.

1. **Be prepared.** Confirm reporting processes and minimize personnel gaps in IT/IO security coverage. Create, maintain, and exercise a cyber incident response plan, resilience plan, and

Actions critical infrastructure organizations should implement to immediately strengthen their cyber posture.

- Patch all systems. Prioritize patching [known exploited vulnerabilities](#).
- Implement multi-factor authentication.
- Use antivirus software.
- Develop internal contact lists and surge support.

To report suspicious or criminal activity related to information found in this Joint Cybersecurity Advisory, contact your local FBI field office at www.fbi.gov/contact-us/field, or the FBI's 24/7 Cyber Watch (CyWatch) at (855) 292-3937 or by e-mail at CyWatch@fbi.gov. When available, please include the following information regarding the incident: date, time, and location of the incident; type of activity; number of people affected; type of equipment used for the activity; the name of the submitting company or organization; and a designated point of contact. To request incident response resources or technical assistance related to these threats, contact CISA at CISAServiceDesk@cisa.dhs.gov. For NSA client requirements or general cybersecurity inquiries, contact the Cybersecurity Requirements Center at 410-854-4200 or Cybersecurity_Requests@nsa.gov.

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continuity of operations plan so that critical functions and operations can be kept running if technology systems are disrupted or need to be taken offline.

2. **Enhance your organization's cyber posture.** Follow best practices for identity and access management, protective controls and architecture, and vulnerability and configuration management.
3. **Increase organizational vigilance.** Stay current on reporting on this threat. [Subscribe](#) to CISA's [mailing list and feeds](#) to receive notifications when CISA releases information about a security topic or threat.

CISA, the FBI, and NSA encourage critical infrastructure organization leaders to review CISA Insights: [Preparing for and Mitigating Cyber Threats](#) for information on reducing cyber threats to their organization.

TECHNICAL DETAILS

Note: this advisory uses the MITRE ATT&CK® for Enterprise framework, version 10. See the [ATT&CK for Enterprise](#) for all referenced threat actor tactics and techniques.

Historically, Russian state-sponsored advanced persistent threat (APT) actors have used common but effective tactics—including spearphishing, brute force, and exploiting known vulnerabilities against accounts and networks with weak security—to gain initial access to target networks. Vulnerabilities known to be exploited by Russian state-sponsored APT actors for initial access include:

- [CVE-2018-13379](#) FortiGate VPNs
- [CVE-2019-1653](#) Cisco router
- [CVE-2019-2725](#) Oracle WebLogic Server
- [CVE-2019-7609](#) Kibana
- [CVE-2019-9670](#) Zimbra software
- [CVE-2019-10149](#) Exim Simple Mail Transfer Protocol
- [CVE-2019-11510](#) Pulse Secure
- [CVE-2019-19781](#) Citrix
- [CVE-2020-0688](#) Microsoft Exchange
- [CVE-2020-4006](#) VMWare (note: this was a zero-day at time.)
- [CVE-2020-5902](#) F5 Big-IP
- [CVE-2020-14882](#) Oracle WebLogic
- [CVE-2021-26855](#) Microsoft Exchange (Note: this vulnerability is frequently observed used in conjunction with [CVE-2021-26857](#), [CVE-2021-26858](#), and [CVE-2021-27065](#))

Russian state-sponsored APT actors have also demonstrated tradecraft and cyber capabilities by compromising third-party infrastructure, compromising third-party software, or developing and deploying custom malware. The actors have also demonstrated the ability to maintain persistent, undetected, long-term access in compromised environments—including cloud environments—by using legitimate credentials.

In some cases, Russian state-sponsored cyber operations against critical infrastructure organizations have specifically targeted operational technology (OT)/industrial control systems (ICS) networks with

destructive malware. See the following advisories and alerts for information on historical Russian state-sponsored cyber-intrusion campaigns and customized malware that have targeted ICS:

- ICS Advisory [ICS Focused Malware – Havex](#)
- ICS Alert [Ongoing Sophisticated Malware Campaign Compromising ICS \(Update E\)](#)
- ICS Alert [Cyber-Attack Against Ukrainian Critical Infrastructure](#)
- Technical Alert [CrashOverride Malware](#)
- CISA MAR [HatMan: Safety System Targeted Malware \(Update B\)](#)
- CISA ICS Advisory [Schneider Electric Triconex Tricon \(Update B\)](#)

Russian state-sponsored APT actors have used sophisticated cyber capabilities to target a variety of U.S. and international critical infrastructure organizations, including those in the Defense Industrial Base as well as the Healthcare and Public Health, Energy, Telecommunications, and Government Facilities Sectors. High-profile cyber activity publicly attributed to Russian state-sponsored APT actors by U.S. government reporting and legal actions includes:

- **Russian state-sponsored APT actors targeting state, local, tribal, and territorial (SLTT) governments and aviation networks, September 2020, through at least December 2020.** Russian state-sponsored APT actors targeted dozens of SLTT government and aviation networks. The actors successfully compromised networks and exfiltrated data from multiple victims.
- **Russian state-sponsored APT actors' global Energy Sector intrusion campaign, 2011 to 2018.** Russian state-sponsored APT actors conducted a multi-stage intrusion campaign in which they gained remote access to U.S. and international Energy Sector networks, deployed ICS-focused malware, and collected and exfiltrated enterprise and ICS-related data.
- **The Russian General Staff Main Intelligence Directorate's (GRU's) Main Center of Special Technologies (GTsST) campaign against Ukrainian critical infrastructure, 2015 and 2016.** GTsST or Unit 74455 has previously been attributed as [Sandworm Team](#) by Mandiant, VODOO BEAR by CrowdStrike, and ELECTRUM by Dragos. GTsST actors conducted a cyberattack against Ukrainian energy distribution companies, leading to multiple companies experiencing unplanned power outages in December 2015. The actors deployed [BlackEnergy](#) malware to steal user credentials and used its destructive malware component, KillDisk, to make infected computers inoperable. In 2016, GTsST actors conducted a cyber-intrusion campaign against a Ukrainian electrical transmission company and deployed [CrashOverride](#) malware specifically designed to attack power grids.

For more information on recent and historical Russian state-sponsored malicious cyber activity, see the referenced products below or the CISA webpage [cisa.gov/Russia](https://www.cisa.gov/Russia).

- Joint FBI-DHS-CISA CSA [Russian Foreign Intelligence Service \(SVR\) Cyber Operations: Trends and Best Practices for Network Defenders](#)
- Joint NSA-FBI-CISA CSA [Russian GRU Conducting Global Brute Force Campaign to Compromise Enterprise and Cloud Environments](#)
- Joint FBI-CISA CSA [Russian APT Actors Compromise U.S. Government Targets](#)

- Joint CISA-FBI CSA [APT Actors Chaining Vulnerabilities against SLTT, Critical Infrastructure, and Elections Organizations](#)
- CISA's webpage [Remediating Networks Affected by the SolarWinds and Active Directory/M365 Compromise](#)
- CISA Alert [Russian Government Cyber Activity Targeting Energy Sector and Other Critical Infrastructure Sectors](#)
- CISA ICS: Alert [Cyber-Attack Against Ukrainian Critical Infrastructure](#)

Table 1 provides common, publicly known TTPs employed by Russian state-sponsored APT actors, which map to the MITRE ATT&CK for Enterprise framework, version 10. **Note:** these lists are not intended to be all inclusive. Russian state-sponsored actors have modified their TTPs before based on public reporting.[1] Therefore, CISA, the FBI, and NSA anticipate the Russian state-sponsored actors may modify their TTPs as they deem necessary to reduce their risk of detection.

Table 1: Common Tactics and Techniques Employed by Russian State-Sponsored APT Actors

Tactic	Technique	Procedure
Reconnaissance [TA0043]	Active Scanning: Vulnerability Scanning [T1595.002]	Russian state-sponsored APT actors have performed large-scale scans in an attempt to find vulnerable servers.
	Phishing for Information [T1598]	Russian state-sponsored APT actors have conducted spearphishing campaigns to gain credentials of target networks.
Resource Development [TA0042]	Develop Capabilities: Malware [T1587.001]	Russian state-sponsored APT actors have developed and deployed malware, including ICS-focused destructive malware.
Initial Access [TA0001]	Exploit Public Facing Applications [T1190]	Russian state-sponsored APT actors use publicly known vulnerabilities, as well as zero-days, in internet-facing systems to gain access to networks.
	Supply Chain Compromise: Compromise Software Supply Chain [T1195.002]	Russian state-sponsored APT actors have gained initial access to victim organizations by compromising trusted third-party software. Notable incidents include M.E.Doc accounting software and SolarWinds Orion.
Execution [TA0002]	Command and Scripting Interpreter: PowerShell [T1059.003] and Windows Command Shell [T1059.003]	Russian state-sponsored APT actors have used <code>cmd.exe</code> to execute commands on remote machines. They have also used PowerShell to create new tasks on remote machines, identify configuration settings, exfiltrate data, and to execute other commands.

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Tactic	Technique	Procedure
Persistence [TA0003]	Valid Accounts [T1078]	Russian state-sponsored APT actors have used credentials of existing accounts to maintain persistent, long-term access to compromised networks.
Credential Access [TA0006]	Brute Force: Password Guessing [T1110.001] and Password Spraying [T1110.003]	Russian state-sponsored APT actors have conducted brute-force password guessing and password spraying campaigns.
	OS Credential Dumping: NTDS [T1003.003]	Russian state-sponsored APT actors have exfiltrated credentials and exported copies of the Active Directory database <code>ntds.dit</code> .
	Steal or Forge Kerberos Tickets: Kerberoasting [T1558.003]	Russian state-sponsored APT actors have performed "Kerberoasting," whereby they obtained the Ticket Granting Service (TGS) Tickets for Active Directory Service Principal Names (SPN) for offline cracking.
	Credentials from Password Stores [T1555]	Russian state-sponsored APT actors have used previously compromised account credentials to attempt to access Group Managed Service Account (gMSA) passwords.
	Exploitation for Credential Access [T1212]	Russian state-sponsored APT actors have exploited Windows Netlogon vulnerability CVE-2020-1472 to obtain access to Windows Active Directory servers.
	Unsecured Credentials: Private Keys [T1552.004]	Russian state-sponsored APT actors have obtained private encryption keys from the Active Directory Federation Services (ADFS) container to decrypt corresponding SAML signing certificates.
	Command and Control [TA0011]	Proxy: Multi-hop Proxy [T1090.003]

For additional enterprise TTPs used by Russian state-sponsored APT actors, see the ATT&CK for Enterprise pages on [APT29](#), [APT28](#), and the [Sandworm Team](#), respectively. For information on ICS TTPs see the [ATT&CK for ICS](#) pages on the [Sandworm Team](#), [BlackEnergy](#) malware, [CrashOverride](#) malware, BlackEnergy's [KillDisk](#) component, and [NotPetya](#) malware.

DETECTION

Given Russian state-sponsored APT actors demonstrated capability to maintain persistent, long-term access in compromised enterprise and cloud environments, CISA, the FBI, and NSA encourage all critical infrastructure organizations to:

- **Implement robust log collection and retention.** Without a centralized log collection and monitoring capability, organizations have limited ability to investigate incidents or detect the threat actor behavior described in this advisory. Depending on the environment, examples include:
 - Native tools such as M365's Sentinel.
 - Third-party tools, such as Sparrow, Hawk, or CrowdStrike's Azure Reporting Tool (CRT), to review Microsoft cloud environments and to detect unusual activity, service principals, and application activity. **Note:** for guidance on using these and other detection tools, refer to CISA Alert [Detecting Post-Compromise Threat Activity in Microsoft Cloud Environments](#).
- **Look for behavioral evidence or network and host-based artifacts** from known Russian state-sponsored TTPs. See table 1 for commonly observed TTPs.
 - To detect password spray activity, review authentication logs for system and application login failures of valid accounts. Look for multiple, failed authentication attempts across multiple accounts.
 - To detect use of compromised credentials in combination with a VPS, follow the below steps:
 - Look for suspicious "impossible logins," such as logins with changing username, user agent strings, and IP address combinations or logins where IP addresses do not align to the expected user's geographic location.
 - Look for one IP used for multiple accounts, excluding expected logins.
 - Look for "impossible travel." Impossible travel occurs when a user logs in from multiple IP addresses that are a significant geographic distance apart (i.e., a person could not realistically travel between the geographic locations of the two IP addresses during the time period between the logins). **Note:** implementing this detection opportunity can result in false positives if legitimate users apply VPN solutions before connecting into networks.
 - Look for processes and program execution command-line arguments that may indicate credential dumping, especially attempts to access or copy the `ntds.dit` file from a domain controller.
 - Look for suspicious privileged account use after resetting passwords or applying user account mitigations.
 - Look for unusual activity in typically dormant accounts.
 - Look for unusual user agent strings, such as strings not typically associated with normal user activity, which may indicate bot activity.

- For organizations with OT/ICS systems:
 - Take note of unexpected equipment behavior; for example, unexpected reboots of digital controllers and other OT hardware and software.
 - Record delays or disruptions in communication with field equipment or other OT devices. Determine if system parts or components are lagging or unresponsive.

INCIDENT RESPONSE

Organizations detecting potential APT activity in their IT or OT networks should:

1. Immediately isolate affected systems.
2. Secure backups. Ensure your backup data is offline and secure. If possible, scan your backup data with an antivirus program to ensure it is free of malware.
3. Collect and review relevant logs, data, and artifacts.
4. Consider soliciting support from a third-party IT organization to provide subject matter expertise, ensure the actor is eradicated from the network, and avoid residual issues that could enable follow-on exploitation.
5. Report incidents to [CISA](#) and/or the FBI via your [local FBI field office](#) or the FBI's 24/7 CyWatch at (855) 292-3937 or CyWatch@fbi.gov.

Note: for OT assets, organizations should have a resilience plan that addresses how to operate if you lose access to—or control of—the IT and/or OT environment. Refer to the [Mitigations](#) section for more information.

See the joint advisory from Australia, Canada, New Zealand, the United Kingdom, and the United States on [Technical Approaches to Uncovering and Remediating Malicious Activity](#) for guidance on hunting or investigating a network, and for common mistakes in incident handling. CISA, the FBI, and NSA encourage critical infrastructure owners and operators to see CISA's [Federal Government Cybersecurity Incident and Vulnerability Response Playbooks](#). Although tailored to federal civilian branch (FCEB) agencies, these playbooks provide operational procedures for planning and conducting cybersecurity incident and vulnerability response activities and detail each step for both incident and vulnerability response.

Note: organizations should document incident response procedures in a cyber incident response plan, which organizations should create and exercise (as noted in the [Mitigations](#) section).

MITIGATIONS

CISA, the FBI, and NSA encourage all organizations to implement the following recommendations to increase their cyber resilience against this threat.

Be Prepared

Confirm Reporting Processes and Minimize Coverage Gaps

- Develop internal contact lists. Assign main points of contact for a suspected incident as well as roles and responsibilities and ensure personnel know how and when to report an incident.
- Minimize gaps in IT/OT security personnel availability by identifying surge support for responding to an incident. Malicious cyber actors are [known to target organizations on weekends and holidays](#) when there are gaps in organizational cybersecurity—critical infrastructure organizations should proactively protect themselves by minimizing gaps in coverage.
- Ensure IT/OT security personnel monitor key internal security capabilities and can identify anomalous behavior. Flag any identified IOCs and TTPs for immediate response. (See table 1 for commonly observed TTPs).

Create, Maintain, and Exercise a Cyber Incident Response, Resilience Plan, and Continuity of Operations Plan

- Create, maintain, and exercise a cyber incident response and continuity of operations plan.
- Ensure personnel are familiar with the key steps they need to take during an incident and are positioned to act in a calm and unified manner. Key questions:
 - Do personnel have the access they need?
 - Do they know the processes?
- For OT assets/networks,
 - Identify a resilience plan that addresses how to operate if you lose access to—or control of—the IT and/or OT environment.
 - Identify OT and IT network interdependencies and develop workarounds or manual controls to ensure ICS networks can be isolated if the connections create risk to the safe and reliable operation of OT processes. Regularly test contingency plans, such as manual controls, so that safety critical functions can be maintained during a cyber incident. Ensure that the OT network can operate at necessary capacity even if the IT network is compromised.
 - Regularly test manual controls so that critical functions can be kept running if ICS or OT networks need to be taken offline.
 - Implement data backup procedures on both the IT and OT networks. Backup procedures should be conducted on a frequent, regular basis. Regularly test backup procedures and ensure that backups are isolated from network connections that could enable the spread of malware.

- In addition to backing up data, develop recovery documents that include configuration settings for common devices and critical OT equipment. This can enable more efficient recovery following an incident.

Enhance your Organization's Cyber Posture

CISA, the FBI, and NSA recommend organizations apply the best practices below for identity and access management, protective controls and architecture, and vulnerability and configuration management.

Identity and Access Management

- Require multi-factor authentication for all users, without exception.
- Require accounts to have strong passwords and do not allow passwords to be used across multiple accounts or stored on a system to which an adversary may have access.
- Secure credentials. Russian state-sponsored APT actors have demonstrated their ability to maintain persistence using compromised credentials.
 - Use virtualizing solutions on modern hardware and software to ensure credentials are securely stored.
 - Disable the storage of clear text passwords in LSASS memory.
 - Consider disabling or limiting New Technology Local Area Network Manager (NTLM) and WDigest Authentication.
 - Implement Credential Guard for Windows 10 and Server 2016 (Refer to [Microsoft: Manage Windows Defender Credential Guard](#) for more information). For Windows Server 2012R2, enable Protected Process Light for Local Security Authority (LSA).
 - Minimize the AD attack surface to reduce malicious ticket-granting activity. Malicious activity such as "Kerberoasting" takes advantage of Kerberos' TGS and can be used to obtain hashed credentials that attackers attempt to crack.
- Set a [strong](#) password policy for service accounts.
- Audit Domain Controllers to log successful Kerberos TGS requests and ensure the events are monitored for anomalous activity.
 - Secure accounts.
 - Enforce the principle of least privilege. Administrator accounts should have the minimum permission they need to do their tasks.
 - Ensure there are unique and distinct administrative accounts for each set of administrative tasks.
 - Create non-privileged accounts for privileged users and ensure they use the non-privileged accounts for all non-privileged access (e.g., web browsing, email access).

Protective Controls and Architecture

- Identify, detect, and investigate abnormal activity that may indicate lateral movement by a threat actor or malware. Use network monitoring tools and host-based logs and monitoring tools, such as an endpoint detection and response (EDR) tool. EDR tools are particularly

useful for detecting lateral connections as they have insight into common and uncommon network connections for each host.

- Enable strong spam filters.
 - Enable strong spam filters to prevent phishing emails from reaching end users.
 - Filter emails containing executable files to prevent them from reaching end users.
 - Implement a user training program to discourage users from visiting malicious websites or opening malicious attachments.

Note: CISA, the FBI, and NSA also recommend, as a longer-term effort, that critical infrastructure organizations implement network segmentation to separate network segments based on role and functionality. Network segmentation can help prevent lateral movement by controlling traffic flows between—and access to—various subnetworks.

- Appropriately implement network segmentation between IT and OT networks. Network segmentation limits the ability of adversaries to pivot to the OT network even if the IT network is compromised. Define a demilitarized zone that eliminates unregulated communication between the IT and OT networks.
- Organize OT assets into logical zones by taking into account criticality, consequence, and operational necessity. Define acceptable communication conduits between the zones and deploy security controls to filter network traffic and monitor communications between zones. Prohibit ICS protocols from traversing the IT network.

Vulnerability and Configuration Management

- Update software, including operating systems, applications, and firmware on IT network assets, in a timely manner. Prioritize patching [known exploited vulnerabilities](#), especially those CVEs identified in this CSA, and then critical and high vulnerabilities that allow for remote code execution or denial-of-service on internet-facing equipment.
 - Consider using a centralized patch management system. For OT networks, use a risk-based assessment strategy to determine the OT network assets and zones that should participate in the patch management program.
 - Consider signing up for CISA's [cyber hygiene services](#), including vulnerability scanning, to help reduce exposure to threats. CISA's vulnerability scanning service evaluates external network presence by executing continuous scans of public, static IP addresses for accessible services and vulnerabilities.
- Use industry recommended antivirus programs.
 - Set antivirus/antimalware programs to conduct regular scans of IT network assets using up-to-date signatures.
 - Use a risk-based asset inventory strategy to determine how OT network assets are identified and evaluated for the presence of malware.
- Implement rigorous configuration management programs. Ensure the programs can track and mitigate emerging threats. Review system configurations for misconfigurations and security weaknesses.

- Disable all unnecessary ports and protocols
 - Review network security device logs and determine whether to shut off unnecessary ports and protocols. Monitor common ports and protocols for command and control (C2) activity.
 - Turn off or disable any unnecessary services (e.g., PowerShell) or functionality within devices.
- Ensure OT hardware is in read-only mode.

Increase Organizational Vigilance

- Regularly review reporting on this threat. Consider [signing up](#) for CISA notifications to receive timely information on current security issues, vulnerabilities, and high-impact activity.

RESOURCES

- For more information on Russian state-sponsored malicious cyber activity, refer to cisa.gov/Russia.
- Refer to CISA Analysis Report [Strengthening Security Configurations to Defend Against Attackers Targeting Cloud Services](#) for steps for guidance on strengthening your organizations cloud security practices.
- Leaders of small businesses and small and local government agencies should see [CISA's Cyber Essentials](#) for guidance on developing an actionable understanding of implementing organizational cybersecurity practices.
- Critical infrastructure owners and operators with OT/ICS networks, should review the following resources for additional information:
 - NSA and CISA joint CSA NSA and CISA Recommend Immediate Actions to Reduce Exposure Across Operational Technologies and Control Systems
 - CISA factsheet [Rising Ransomware Threat to Operational Technology Assets](#) for additional recommendations.

REWARDS FOR JUSTICE PROGRAM

If you have information on state-sponsored Russian cyber operations targeting U.S. critical infrastructure, contact the Department of State's Rewards for Justice Program. You may be eligible for a reward of up to \$10 million, which DOS is offering for information leading to the identification or location of any person who, while acting under the direction or control of a foreign government, participates in malicious cyber activity against U.S. critical infrastructure in violation of the Computer Fraud and Abuse Act (CFAA). Contact +1-202-702-7843 on WhatsApp, Signal, or Telegram, or send information via the Rewards for Justice secure Tor-based tips line located on the Dark Web. For more details refer to rewardsforjustice.net/malicious_cyber_activity.

CAVEATS

The information you have accessed or received is being provided “as is” for informational purposes only. CISA, the FBI, and NSA do not endorse any commercial product or service, including any subjects of analysis. Any reference to specific commercial products, processes, or services by service mark, trademark, manufacturer, or otherwise, does not constitute or imply endorsement, recommendation, or favoring by CISA, the FBI, or NSA.

REFERENCES

[1] Joint NCSC-CISA UK Advisory: Further TTPs Associated with SVR Cyber Actors
<https://www.ncsc.gov.uk/news/joint-advisory-further-ttps-associated-with-svr-cyber-actors>



December 20, 2021

U.S. ENVIRONMENTAL PROTECTION AGENCY-WaterISAC ADVISORY

To: Water and Wastewater Systems, SLTT Governments and Private Sector Stakeholders

(TLP:AMBER) Cybersecurity Recommendations in Consideration of the CISA/FBI/NSA Advisory on Russian State-Sponsored Cyber Operations Against U.S. Critical Infrastructure

On December 16, 2021, the Cybersecurity and Infrastructure Security Agency (CISA), FBI, and the National Security Agency (NSA) issued a joint advisory on Russian state-sponsored cyber operations against United States critical infrastructure (see attachment for advisory AA21-350B).

What is the Purpose of the CISA/FBI/NSA Joint Advisory?

The joint advisory describes commonly observed tactics, techniques, and procedures; detection actions; incident response guidance; and mitigations. It is intended to help critical infrastructure reduce the risk presented by these threats and to encourage the adoption of a heightened state of awareness during the holidays (a time when many disconnect from work).

The joint advisory complemented a December 15, 2021 CISA Insights publication - [Preparing For and Mitigating Potential Cyber Threats](#). It asserted that due to persistent cyber-threats from sophisticated actors, including nation-states and their proxies, critical infrastructure owners and operators should take immediate steps to strengthen their computer network defenses. These actors have the capability to leverage network access for targeted operations with the potential to disrupt critical infrastructure functions.

What Actions are Recommended for Water and Wastewater Systems?

Water and wastewater system owners and operators should review the attached joint advisory and assess how to apply the recommended detection, incident response, and mitigation actions to their operations. Key actions for water and wastewater systems include the following:

- 1) **Require Strong, Unique Passwords.** Malicious cyber actors repeatedly use stolen or easily guessed credentials. Consider forcing a global reset of all passwords in your environment before staff begin taking time off.
- 2) **Implement Multi-Factor Authentication.** After changing passwords, make implementing multi-factor authentication (MFA) a priority. MFA significantly reduces your risk from almost all opportunistic attempts to gain entry into your systems.
- 3) **Address known exploited vulnerabilities.** This could include patching and/or additional controls such as network segmentation to protect vulnerable devices that cannot effectively be patched. CISA maintains a catalog of [Known Exploited Vulnerabilities](#) that utilities are encouraged to review to identify vulnerable systems. Also, prioritize network segmentation to prevent unauthorized access to your operational technology (OT) systems from the internet and to reduce connectivity between OT and vulnerable information technology (IT) systems.
- 4) **Surge Support.** Identify surge support for responding to an incident. Malicious cyber actors are known to target organizations on weekends and holidays when there are gaps in organizational cybersecurity.

- 5) **Network/Systems Awareness.** Be alert for unusual behavior in OT and IT systems, such as unexpected reboots of digital controllers and other OT hardware and software, and delays or disruptions in communication with field equipment or other OT devices. Enhance logging to investigate anomalous activity – including collecting more logs and increasing storage capacity and retention time.
- 6) **Backup Data.** Implement and test data backup procedures on both IT and OT networks and ensure copies of backups are isolated (stored offline) from the network.
- 7) **Incident Response Plans.** Create, maintain, and exercise a cyber incident response and continuity of operations plans.
- 8) **Manual Operations.** Have a resilience plan that addresses how to operate your system if you lose access to or control of critical OT or IT systems – including the ability to sustain manual operations for extended periods.

How Can I Learn More About the CISA/FBI/NSA Joint Advisory?

WaterISAC and EPA, in conjunction with water sector associations, will hold a TLP:AMBER webinar on the dates/times listed below to present and discuss the joint advisory. The webinar is intended for water and wastewater system owners and operators, along with state, local, tribal, and territorial (SLTT) government officials and private sector organizations that directly support water and wastewater system operations. Registration links for the webinar are provided. For those unable to join live, the webinar will be recorded and posted to the [WaterISAC website](#) for members and trial members.

- Date 1: Wednesday, December 29, 2021, 2:00 – 3:00 pm EST.
Register: <https://attendee.gotowebinar.com/register/8355582904364747792>
- Date 2: Wednesday, January 5, 2022, 2:00 – 3:00 pm EST.
Register: <https://attendee.gotowebinar.com/register/5595566826088940559>

Additional Resources

- [Protecting Against Malicious Cyber Activity before the Holidays](#) (White House; 12/16/21)
- [Joint Cybersecurity Advisory Ongoing Cyber Threats to U.S. Water and Wastewater Systems](#) (CISA, FBI, NSA, EPA; 10/14/21)
- [WaterISAC's 15 Cybersecurity Fundamentals for Water and Wastewater Utilities](#)
- [U.S. EPA Cybersecurity Best Practices for the Water Sector](#)
- [AWWA Resources on Cybersecurity](#)

WaterISAC Incident Reporting

WaterISAC encourages all utilities that have experienced malicious or suspicious activity to email analyst@waterisac.org, call 866-H2O-ISAC, or use [the confidential online incident reporting form](#). Reporting to WaterISAC helps utilities and stakeholders stay aware of the threat environment of the sector.

TLP:AMBER Definition: Recipients may only share TLP:AMBER information with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. For more information on the Traffic Light Protocol, see <https://www.cisa.gov/tlp>.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; License Requirements for Building

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Staff is presenting a Resolution to adopt license requirements for building contractors

Fiscal Impact:

Submitted by: Crystal Lambert

Submitter's Email Address: clambert@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 1/18/2022



Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: Board of County Commissioners
From: Crystal Lambert, Gunnison County Building Official
Date: January 6, 2022
Re: Building Contractor Licensing Program

Purpose:

The purpose of this item is to present a Resolution to adopt licensing requirements for building contractors with details discussed during work session meetings with the Board in February and December of 2021.

Background:

The idea of a contractor licensing program came about from feedback received from the local building community over the last several years. Staff held stakeholder meetings in 2019 to discuss details and collect feedback about a licensing program.

The Planning Commission held two work-session meetings, on May 17, 2019 and December 20, 2019, to discuss the contractor licensing program. A Public Hearing with the Planning Commission was held on January 24, 2020 in which the members voted unanimously to recommend that the proposed program be brought to the Board of County Commissioners for consideration of adoption. All Gunnison County contractors and builders for which we have contact information for were invited to all of the meetings and provided copies of the meeting memos. Additionally, people from the building community who attended the Planning Commission meetings provided generally favorable feedback and offered their opinions on specific requirements of the program.

The proposed License Requirements for Building Contractors, Attachment A, has been prepared using feedback and guidance from the local building community, the parameters provided by Colorado Revised Statue §30-11-125: Licensing program for building contractors, and details of the contractor examination program established by the International Code Council.

Recommendation:

Staff recommends that the proposed License Requirements for Building Contractors, Attachment A, be adopted with an effective date of February 1, 2023.

The licensing requirements will be beneficial for the local building industry, consumers and future property owners by ensuring that building contractors who undertake any work for which a County building permit is required under the County Building Code holds the minimum general liability insurance and has competency with the building codes. Additionally, a building community equipped with building code knowledge can alleviate the work demand on staff in the field and office and costs associated with corrections at the plan review and construction stages.



Gunnison County, Colorado
License Requirements for Building
Contractors

Adopted:

Section 1: Introduction

A. Title

1. These requirements shall be known as “The Gunnison County Licensing Requirements for Building Contractors.”

B. Authority

1. These requirements are adopted by the Board pursuant to C.R.S. §30-11-125.

C. Purpose

1. The purpose of these requirements is to ensure that persons who engage in the business of being a building contractor within the unincorporated area of Gunnison County, and for which a County building permit is required and issued by the Department, maintain minimum general liability insurance and has competency with the building code.

Section 2: Definitions

The following words and terms used in these requirements shall have the meaning set forth below.

Board means the Board of County Commissioners of Gunnison County, Colorado.

Board of Appeals means the Board appointed by the Board of County Commissioners of Gunnison County to hear and decide appeals of orders, decisions, or determinations made by the Building Official.

Building Contractor means a person who for compensation directs, supervises, or undertakes any work for which a Building Permit is required under the County Building Code, the following are exempt from this definition:

- A property owner who acts as the contractor for the construction of a new residential dwelling on their own property but not more than once within any four (4) year period or any property owner who constructs additions or alterations to their own residential dwelling or an accessory structure located on their own property.
- A laborer working under the supervision or direction of a Building Contractor.
- A person performing repair or maintenance work on property owned by that person.
- An employee that regularly performs repair or maintenance work on their employer’s property.
- A person required to be licensed by the State of Colorado who is performing work within the scope of their license, such as:
 - Electricians pursuant to Article 23, Title 12, C.R.S.
 - Plumbers pursuant to Article 58, Title 12, C.R.S.
 - Elevator and Conveyance Installers pursuant to Article 5.5, Title 9, C.R.S.
 - Manufactured Home Installers pursuant to 24-32-3301 et seq C.R.S.

Building Official means the person directed and authorized to enforce the provisions of the building code in Gunnison County as the Building Official, who works under the direction of the Director of Community and Economic Development Department.

Building Contractor License means the following types of building contractor licenses that shall be obtained as described:

- **Class A Contractors License** means the license type that entitles the holder to contract for the construction, alteration, tenant finish or repair of any type of structure permitted by the International Building Code or the International Residential Code.
- **Class B Contractors License** means the license type that entitles the holder to contract for the construction, alteration, tenant finish or repair of commercial buildings and single- or multi dwelling buildings not exceeding three stories in height as permitted by the International Building Code or the International Residential Code.
- **Class C Contractors License** means the license type that entitles the holder to contract for the construction, alteration, or repair of one- and two-family dwellings, townhouses and their accessory structures as permitted by the International Residential Code.

County Building Code means the most recent edition of the International Code Council's suite of building codes adopted for use in the unincorporated area of Gunnison County, Colorado, including the International Building Code and the International Residential Code.

Building Permit means a permit that is required to be obtained from the Gunnison County Building Office to perform work as a Building Contractor before the erection, construction, alteration, moving, renovation or change of use of a structure.

Department means the Gunnison County Community and Economic Development Department which includes the Offices of Building, Planning and Environmental Health.

Section 3: Application Procedures

A. Application Requirements

1. No person shall perform work as a Building Contractor for which a Building Permit is required under the County Building Code without first having obtained the required Building Contractor License.
2. Gunnison County shall not issue to any person any Building Permit until the required Building Contractor License has been issued to the person undertaking the work. Exceptions shall be made for those persons exempt, as listed in Section 2 above.
3. The Department shall provide, and the applicant shall complete, an application for a Building Contractor License. The application shall, at a minimum, include the following:
 - a. Applicant name and contact information;

- b. Type of license being applied for;
- c. Verification that the applicant holds the required certification from the International Code Council for the class of Building Contractor License being applied for.
- d. Proof of current insurance coverage, including:
 - (1) Worker's Compensation Insurance as required by the State of Colorado; **and**
 - (2) General liability insurance with a minimum combined single limit for each occurrence of one million and 00/100 US Dollars (\$1,000,000.00).

B. License Fees

- 1. A non-refundable fee in the amount set forth by the Board shall be required of applicants for a Building Contractor License. The fee shall be payable to the Department at submission of license application. The fee may be adjusted from time to time by the Board. The current fees are identified in Appendix A.

Section 4: License Terms

- A. A Building Contractor License shall be issued no more than seven (7) business days after a complete application, including all required attachments, has been submitted to the Department. Failure by the County to meet this deadline shall otherwise comply with the provisions of C.R.S. §30-11-125(4).
- B. A Building Contractor License shall be effective for thirty-six (36) months after the date of issuance.
 - 1. Licensed Building Contractors shall apply for a new license within three (3) months prior to the expiration of their existing license.

Section 6: Violations of a Building Contractor License

- A. It shall be a violation to do any of the following:
 - 1. Provide any false or misleading information on an application for a Building Contractor License.
 - 2. Fail to have or maintain adequate insurance as required for a Building Contractor License.
 - 3. Fail to obtain a required Building Permit or to follow any other applicable requirement of the County Building Code prior to performing work as a Building Contractor.
 - 4. Perform work outside the scope of an issued Building Contractor License.
 - 5. Transfer a Building Contractor License to a person other than the licensee.
 - 6. Take action alone or with other persons to evade the provisions of the Gunnison County Licensing Requirements for Building Contractors.
 - 7. Perform work as a Building Contractor without the required Building Contractor License.
- B. The following actions may be taken for violations of a Building Contractor License:
 - 1. A fine equal to the license fee for failure to obtain the required Building Contractor License prior to engaging in the business of being a Building Contractor.

2. The Department may revoke a Building Contractor License.
 3. The Department may stop or suspend work under an issued Building Permit for non-compliance with the County Building Code, until compliance is achieved, as permitted under Section 115 of the International Building Code and Section 114 of the International Residential Code.
 4. The Department may stop work on a project that requires but does not have a valid Building Permit until compliance is achieved.
 5. The Department may refuse to issue a Certificate of Occupancy, Certificate of Completion or perform an inspection, for non-compliance with the County Building Code and failure to obtain a valid Building Permit, until compliance is achieved, as permitted under Section 111 of the International Building Code and Section 110 of the International Residential Code.
 6. The Department may issue a written determination that a person is a Building Contractor and is required to obtain a Building Contractor License.
 7. Gunnison County may pursue any other remedy allowed in law or equity.
- C.** If a license is revoked due to a violation, a Building Contractor may reapply for a Building Contractor License no sooner than ninety (90) days after the final decision of the Department or the Board of Appeals, as applicable.

Section 7: Board of Appeals

- A.** The decision by the Department on an action regarding a violation of a Building Contractor License may be appealed to the Board of Appeals.
1. Appeals may be made by any person aggrieved by the following final decisions made in the course of administering the Gunnison County Licensing Requirements for Building Contractors:
 - a. Denial of a Building Contractor License application;
 - b. Revocation of a Building Contractor License;
 - c. Issuance of a stop work/violation order or revocation of a Building Permit;
 - d. Written determination that a person is a Building Contractor required to obtain a Building Contractor License.
- B.** Appeals to the Board of Appeals shall be in writing, state in reasonable detail the basis for the appeal and shall be received no later than fourteen (14) calendar days after the date of the decision.
- C.** Upon receipt of a complete and timely appeal the Department shall schedule a hearing with the Board of Appeals. The hearing shall be held as soon as practical after receipt of the appeal.
- D.** The Department shall take immediate action in accordance with the decision of the Board of Appeals.

Appendix A: Building Contractor License Fees

Type of License	License Fee	Minimum Single Limit Insurance
Class A	\$250	\$1,000,000.00
Class B	\$200	\$1,000,000.00
Class C	\$150	\$1,000,000.00
License Term: Licenses are effective for thirty-six (36) months after the date of issuance.		
License Re-application: Contractors holding licenses may apply for a new license within three (3) months prior to the expiration of the license.		

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO: 2022-____**

A RESOLUTION ADOPTING LICENSE REQUIREMENTS FOR BUILDING CONTRACTORS

WHEREAS, building industry professionals have expressed support for a licensing program for building contractors; and

WHEREAS, stakeholder groups of general contractors, designers, and engineers decided that a licensing program would be beneficial for the local industry as well as the consumer and future property owners and should include an insurance requirement and building code competency evaluation; and

WHEREAS, the proposed License Requirements for Building Contractors, Attachment A, was prepared using feedback and guidance from the local building community as well as details and parameters of the contractor examination program established by the International Code Council; and

WHEREAS, C.R.S. § 30-11-125 authorizes Gunnison County to establish a licensing program for building contractors; and

WHEREAS, the Board of County Commissioners (the Board) has reviewed the proposed License Requirements for Building Contractors, Attachment A; and

WHEREAS, the Board has determined that adoption of the License Requirements for Building Contractors will be beneficial for the local building industry, consumers and future property owners by ensuring that building contractors who undertake any work for which a County building permit is required under the County Building Code holds the minimum general liability insurance and has competency with the building code; and

WHEREAS, the Gunnison County Planning Commission has reviewed and recommended to the Board adoption of the License Requirements for Building Contractors, Attachment A; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on the proposed requirements on January 18, 2022; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the License Requirements for Building Contractors, Attachment A, is hereby adopted for the unincorporated area of Gunnison County and will become effective on February 1, 2023.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Attest: _____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 2021 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

December 2021 Cash Transfer Report

Fiscal Impact: \$7,124,146.09

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/18/2022



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
December-21**

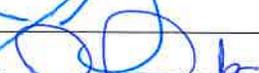
TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(2,758,287.17)
130	95 11122	General - Payroll Account	707,453.01	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(3,117,491.14)
002	02 11900	Road & Bridge	0.00	(212,881.30)
003	03 11900	Human Services	0.00	(67,598.19)
004	04 11900	Public Health Agency	0.00	(111,166.59)
007	07 11900	Conservation Trust	12,473.33	0.00
008	08 11900	Bond Fund	0.00	(500.00)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	24,693.88	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	260,749.34	0.00
013	13 11900	Land Preservation	50,313.78	0.00
030	30 11900	Mosquito Control	1,277.00	0.00
032	32 11900	Sage Grouse Trust	3,846.53	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	(610,809.80)
043	43 11900	Capital Expenditures	0.00	(36,031.98)
050	50 11900	Gunnison County Sewer	0.00	(39,946.84)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(24,763.78)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(137,762.06)
125	52 11101	Solid Waste - Landfill Closure	2,503.86	0.00
126	52 11102	Solid Waste - Landfill Const	9,299.26	0.00
070	70 11900	Housing Authority	0.00	(1,869.41)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	4,935.23	0.00
140	71 11101	Senlor Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	11,540.30	0.00
082	82 11900	ISF-II	6,290.42	0.00
090	90 11900	Health Insurance Trust	27,460.38	0.00
115	90 11101	Health Insurance Claims	134,644.63	0.00
091	91 11900	Local Marketing District	79,803.78	0.00
092	92 11900	Transportation Authority	161,064.96	0.00
093	93 11900	Public Trustee Agency	0.00	(5,037.83)
145	95 11121	Accounts Payable Clearing	5,625,796.40	0.00
TOTALS			\$ 7,124,146.09	\$ (7,124,146.09)

TRANSFER FOR JOURNAL ENTRIES:

112080, 112081, 112082, 112083, 112084, 110347, 111283, 111285, 111289, 111290, 111291, 112260, 112099, 112197, 112216, 112240, 112241, 112242, 112247, 112248, 112252, 112256, 112257, 112258, 112261, 112239, AP, GBI, 112201, PRJ,

PREPARED BY: 

DATE: 11/10/22

AUTHORIZED BY: 

DATE: 11/11/22

RECEIVED BY TREASURER: 

DATE: 11-11-22

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
December-21**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900
-	112080,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2021	(16,219.98)						(245.83)
-	112081,	STND2: BUDGETED INTERFUND TRANSF	12/31/2021	49,200.65					(8,048.33)	
-	112082,	STND3: MAPPING SYSTEM CHARGES	12/31/2021	(11,864.01)					(1,675.91)	(22.08)
-	112083,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2021	(4,480.33)					(412.50)	(881.25)
-	112084,	STND5: COMPUTER SYSTEM CHARGES	12/31/2021	(25,289.58)					(2,870.83)	(1,750.00)
-	110347,	PCARD DISTRIBUTION 11/6	10/31/2021	32,303.45					(238.70)	(4,288.98)
-	111283,	RECORD AIRPORT ID BADGES	11/30/2021	(300.00)						
-	111285,	RECLASS OVERTIME FROM SALARY	11/30/2021						(68.13)	
-	111289,	EQUIPMENT USAGE NOV	11/30/2021	(284.00)					(103,693.31)	
-	111290,	MATERIAL USAGE NOV	11/30/2021						(7,560.99)	
-	111291,	MOTORPOOL RENTS NOV	11/30/2021	(2,443.28)						
-	112260,	RECLASS PORTION OF PR TO MRS	12/1/2021	(1,470.57)						
-	112099,	WEED RENT TO AIRPORT DEC	12/31/2021	(765.00)						
-	112197,	PUBLIC WORKS COPY USE DEC	12/31/2021						120.00	
-	112216,	RECORD PW COMP EARNED DEC	12/31/2021						1,467.37	
-	112240,	REC MED/DEN/FLEX/Rx CHECKS AUG	12/31/2021	(2,442.73)						
-	112241,	POSTAGE USE NOV 2021	12/31/2021	(852.74)						
-	112242,	COPIES BLACK AUG 2021	12/31/2021	(732.92)					(0.04)	(8.56)
-	112247,	COPIES COLOR AUG 2021	12/31/2021	(563.76)						(1.08)
-	112248,	PH PHOTOCOPY DEC	12/31/2021							
-	112252,	LANDFILL ALLOCATION NOV	12/31/2021							
-	112256,	DHS ATTORNEY TIME 4TH QTR	12/31/2021	22,171.39						(22,171.39)
-	112257,	DHS RENT NOV	12/31/2021	12,596.00						(12,596.00)
-	112258,	DHS ACCOUNTING TIME 4TH QTR	12/31/2021	1,483.13						(1,483.13)
-	112261,	CASH TRANSFER FOR SHORTAGE	12/31/2021	(2,251,000.00)						
-	112239,	REVENUE CLEARING ACTIVITY OCT	12/31/2021	165,234.10				(3,117,491.14)	105,446.66	123,133.15
-	AP,	AP CLEARING DECEMBER	12/31/2021	(436,478.66)					(11,911.82)	(16,978.46)
-	GBI,	LANDFILL INTERFUND CHARGES DEC								
-	112201,	NET PAYROLL TRANSFER NOV	12/31/2021	(707,453.01)						
-	PRJ,	Payroll Journals	12/31/2021	421,364.68					(183,434.77)	(130,304.58)
-		Cash Transfer adjustments		-	-	-	-	-	-	-
-		TOTALS		(2,758,287.17)	-	-	-	(3,117,491.14)	(212,881.30)	(67,598.19)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
December-21**

JE's	Description	Finance Business Date	04	07	08	08	08	10	10	12	13	30
			Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900
112080,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2021						(502.25)				
112081,	STND2: BUDGETED INTERFUND TRANSF	12/31/2021	(5,971.58)					(5,577.33)		(8,333.33)		1,277.00
112082,	STND3: MAPPING SYSTEM CHARGES	12/31/2021	(22.08)					(22.08)				
112083,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2021	(524.99)					(300.00)				
112084,	STND5: COMPUTER SYSTEM CHARGES	12/31/2021	(3,419.83)					(1,654.17)				
110347,	PCARD DISTRIBUTION 11/6	10/31/2021	(17,467.81)					(618.23)				
111283,	RECORD AIRPORT ID BADGES	11/30/2021						300.00				
111285,	RECLASS OVERTIME FROM SALARY	11/30/2021										
111289,	EQUIPMENT USAGE NOV	11/30/2021										
111290,	MATERIAL USAGE NOV	11/30/2021										
111291,	MOTORPOOL RENTS NOV	11/30/2021	(306.88)									
112260,	RECLASS PORTION OF PR TO MRS	12/1/2021	1,470.57									
112099,	WEED RENT TO AIRPORT DEC	12/31/2021						765.00				
112197,	PUBLIC WORKS COPY USE DEC	12/31/2021										
112216,	RECORD PW COMP EARNED DEC	12/31/2021										
112240,	REC MED/DEN/FLEX/Rx CHECKS AUG	12/31/2021										
112241,	POSTAGE USE NOV 2021	12/31/2021										
112242,	COPIES BLACK AUG 2021	12/31/2021	(8.76)					(25.81)				
112247,	COPIES COLOR AUG 2021	12/31/2021	(2.88)					(81.36)				
112248,	PH PHOTOCOPY DEC	12/31/2021	(295.36)									
112252,	LANDFILL ALLOCATION NOV	12/31/2021										
112256,	DHS ATTORNEY TIME 4TH QTR	12/31/2021										
112257,	DHS RENT NOV	12/31/2021										
112258,	DHS ACCOUNTING TIME 4TH QTR	12/31/2021										
112261,	CASH TRANSFER FOR SHORTAGE	12/31/2021										
112239,	REVENUE CLEARING ACTIVITY OCT	12/31/2021	46,636.03	12,473.33				169,523.43		415,599.46	50,313.78	
AP,	AP CLEARING DECEMBER	12/31/2021	(27,953.23)		(500.00)			(60,963.13)		(146,516.79)		
GBI,	LANDFILL INTERFUND CHARGES DEC											
112201,	NET PAYROLL TRANSFER NOV	12/31/2021										
PRJ,	Payroll Journals	12/31/2021	(103,299.79)					(76,150.19)				
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	TOTALS		(111,166.59)	12,473.33	(500.00)	-	-	24,693.88	-	260,749.34	50,313.78	1,277.00

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
December-21**

JE's	Description	Finance Business Date	32	34	41	43	50	50	51	51	52	52	
			Sage Grouse 32 11900	Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	
112080,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2021						(397.13)		(576.68)		(10,584.73)	
112081,	STND2: BUDGETED INTERFUND TRANSF	12/31/2021						(3,903.17)		1,061.17		(6,526.00)	
112082,	STND3: MAPPING SYSTEM CHARGES	12/31/2021								(661.50)			
112083,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2021										(37.50)	
112084,	STND5: COMPUTER SYSTEM CHARGES	12/31/2021								(166.67)		(420.83)	
110347,	PCARD DISTRIBUTION 11/6	10/31/2021					(399.70)			(344.24)		(3,915.00)	
111283,	RECORD AIRPORT ID BADGES	11/30/2021											
111285,	RECLASS OVERTIME FROM SALARY	11/30/2021										21.29	
111289,	EQUIPMENT USAGE NOV	11/30/2021										(6,106.63)	
111290,	MATERIAL USAGE NOV	11/30/2021											
111291,	MOTORPOOL RENTS NOV	11/30/2021											
112260,	RECLASS PORTION OF PR TO MRS	12/1/2021											
112099,	WEED RENT TO AIRPORT DEC	12/31/2021											
112197,	PUBLIC WORKS COPY USE DEC	12/31/2021										(120.00)	
112216,	RECORD PW COMP EARNED DEC	12/31/2021								(743.33)		(317.69)	
112240,	REC MED/DEN/FLEX/Rx CHECKS AUG	12/31/2021											
112241,	POSTAGE USE NOV 2021	12/31/2021											
112242,	COPIES BLACK AUG 2021	12/31/2021											
112247,	COPIES COLOR AUG 2021	12/31/2021											
112248,	PH PHOTOCOPY DEC	12/31/2021											
112252,	LANDFILL ALLOCATION NOV	12/31/2021	3,846.53									(15,649.65)	2,503.86
112256,	DHS ATTORNEY TIME 4TH QTR	12/31/2021											
112257,	DHS RENT NOV	12/31/2021											
112258,	DHS ACCOUNTING TIME 4TH QTR	12/31/2021											
112261,	CASH TRANSFER FOR SHORTAGE	12/31/2021				2,251,000.00							
112239,	REVENUE CLEARING ACTIVITY OCT	12/31/2021				1,391,155.89						100.26	
AP,	AP CLEARING DECEMBER	12/31/2021				(4,252,965.69)	(35,632.28)	(33,442.74)		(14,956.75)		(53,267.43)	
GBI,	LANDFILL INTERFUND CHARGES DEC												
112201,	NET PAYROLL TRANSFER NOV	12/31/2021											
PRJ,	Payroll Journals	12/31/2021						(2,203.80)		(8,375.78)		(40,938.15)	
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-	
	TOTALS		3,846.53	-	(610,809.80)	(36,031.98)	(39,946.84)	-	(24,763.78)	-	(137,762.06)	2,503.86	

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
December-21**

JE's	Description	Finance Business Date	52	70	70	71	71	72	80	82	90	90
			Landfill Construction	Housing Authority	Hsg Auth Deposits	Senior Housing	Senior Hsg. Deposits	Assisted Living	Internal Service I	Internal Service II	Health Insurance	Health Claims Clearing
			52 11102	70 11900	70 11101	71 11900	71 11101	72 11900	80 11900	82 11900	90 11900	90 11101
112080,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2021							28,526.60			
112081,	STND2: BUDGETED INTERFUND TRANSF	12/31/2021		(818.33)					(293.34)	(3,474.50)	(4,086.00)	
112082,	STND3: MAPPING SYSTEM CHARGES	12/31/2021		(22.08)						14,289.74		
112083,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2021							(37.50)	6,711.57		
112084,	STND5: COMPUTER SYSTEM CHARGES	12/31/2021							(166.67)	35,948.58		
110347,	PCARD DISTRIBUTION 11/6	10/31/2021							(385.27)	(4,401.14)		
111283,	RECORD AIRPORT ID BADGES	11/30/2021										
111285,	RECLASS OVERTIME FROM SALARY	11/30/2021							46.84			
111289,	EQUIPMENT USAGE NOV	11/30/2021							110,083.94			
111290,	MATERIAL USAGE NOV	11/30/2021							7,560.99			
111291,	MOTORPOOL RENTS NOV	11/30/2021							2,751.84	(1.68)		
112260,	RECLASS PORTION OF PR TO MRS	12/1/2021										
112099,	WEED RENT TO AIRPORT DEC	12/31/2021										
112197,	PUBLIC WORKS COPY USE DEC	12/31/2021										
112216,	RECORD PW COMP EARNED DEC	12/31/2021							(406.35)			
112240,	REC MED/DEN/FLEX/Rx CHECKS AUG	12/31/2021									(132,201.90)	134,644.63
112241,	POSTAGE USE NOV 2021	12/31/2021								852.74		
112242,	COPIES BLACK AUG 2021	12/31/2021								776.09		
112247,	COPIES COLOR AUG 2021	12/31/2021								649.08		
112248,	PH PHOTOCOPY DEC	12/31/2021								295.36		
112252,	LANDFILL ALLOCATION NOV	12/31/2021	9,299.26									
112256,	DHS ATTORNEY TIME 4TH QTR	12/31/2021										
112257,	DHS RENT NOV	12/31/2021										
112258,	DHS ACCOUNTING TIME 4TH QTR	12/31/2021										
112261,	CASH TRANSFER FOR SHORTAGE	12/31/2021										
112239,	REVENUE CLEARING ACTIVITY OCT	12/31/2021				8,944.00						
AP,	AP CLEARING DECEMBER	12/31/2021		(1,029.00)		(4,008.77)			(85,716.50)	(20,817.14)	(39,102.61)	
GBI,	LANDFILL INTERFUND CHARGES DEC											
112201,	NET PAYROLL TRANSFER NOV	12/31/2021										
PRJ,	Payroll Journals	12/31/2021							(50,424.28)	(24,538.28)	202,850.89	
	Cash Transfer adjustments		-	-	-	-	-	-	-	-	-	-
	TOTALS		9,299.26	(1,869.41)	-	4,935.23	-	-	11,540.30	6,290.42	27,460.38	134,644.63

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
December-21**

JE's	Description	Finance Business Date	91	92	93	95	95
			Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
112080,	STND1: VEHICLE/EQUIPMENT RENT	12/31/2021					
112081,	STND2: BUDGETED INTERFUND TRANSF	12/31/2021	(3,561.08)	(945.83)			
112082,	STND3: MAPPING SYSTEM CHARGES	12/31/2021					
112083,	STND4: TELEPHONE/FAX SYSTEM CHARGES	12/31/2021			(37.50)		
112084,	STND5: COMPUTER SYSTEM CHARGES	12/31/2021			(210.00)		
110347,	PCARD DISTRIBUTION 11/6	10/31/2021			(244.38)		
111283,	RECORD AIRPORT ID BADGES	11/30/2021					
111285,	RECLASS OVERTIME FROM SALARY	11/30/2021					
111289,	EQUIPMENT USAGE NOV	11/30/2021					
111290,	MATERIAL USAGE NOV	11/30/2021					
111291,	MOTORPOOL RENTS NOV	11/30/2021					
112260,	RECLASS PORTION OF PR TO MRS	12/1/2021					
112099,	WEED RENT TO AIRPORT DEC	12/31/2021					
112197,	PUBLIC WORKS COPY USE DEC	12/31/2021					
112216,	RECORD PW COMP EARNED DEC	12/31/2021					
112240,	REC MED/DEN/FLEX/Rx CHECKS AUG	12/31/2021					
112241,	POSTAGE USE NOV 2021	12/31/2021					
112242,	COPIES BLACK AUG 2021	12/31/2021					
112247,	COPIES COLOR AUG 2021	12/31/2021					
112248,	PH PHOTOCOPY DEC	12/31/2021					
112252,	LANDFILL ALLOCATION NOV	12/31/2021					
112256,	DHS ATTORNEY TIME 4TH QTR	12/31/2021					
112257,	DHS RENT NOV	12/31/2021					
112258,	DHS ACCOUNTING TIME 4TH QTR	12/31/2021					
112261,	CASH TRANSFER FOR SHORTAGE	12/31/2021					
112239,	REVENUE CLEARING ACTIVITY OCT	12/31/2021	168,389.46	460,541.59			
AP,	AP CLEARING DECEMBER	12/31/2021	(85,024.60)	(298,530.80)		5,625,796.40	
GBI,	LANDFILL INTERFUND CHARGES DEC						
112201,	NET PAYROLL TRANSFER NOV	12/31/2021					707,453.01
PRJ,	Payroll Journals	12/31/2021			(4,545.95)		
	Cash Transfer adjustments		-	-	-	-	-
	TOTALS		79,803.78	161,064.96	(5,037.83)	5,625,796.40	707,453.01

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

November 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 1/18/2022

Gunnison County, Colorado
 County Taxable Sales
 For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379	19,815,858		235,839,338
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498	9,192,482		151,983,544
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522	1,780,870		45,300,587
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599		3,130,760
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747		1,628,809
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388	11,297,526		125,045,124
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	42,368,082	0	562,928,162
Computed 1% Sales Tax	422,898.34	461,525.17	518,342.77	355,476.64	402,725.10	604,789.94	705,886.36	622,736.51	640,600.54	470,619.43	423,680.82	0.00	5,629,281.62
% Incr(Decr) of 2021 over 2020	11.54%	21.90%	67.66%	39.42%	34.53%	40.95%	22.20%	17.97%	12.51%	12.30%	19.99%		

For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
TOTAL TAXABLE SALES	37,915,982	37,860,613	30,917,196	25,497,004	29,934,755	42,907,034	57,766,212	52,786,214	56,939,380	41,908,618	35,308,261	50,472,348	500,213,617
Computed 1% Sales Tax	379,159.82	378,606.13	309,171.96	254,970.04	299,347.55	429,070.34	577,662.12	527,862.14	569,393.80	419,086.18	353,082.61	504,723.48	5,002,136.17
% Incr(Decr) of 2020 over 2019	15.90%	17.12%	-9.57%	-0.53%	9.50%	2.63%	2.32%	6.46%	28.78%	13.56%	11.42%	13.55%	9.38%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	198,902,212	235,839,338	36,937,126	18.57%
Crested Butte	115,786,864	151,983,544	36,196,680	31.26%
Mt. Crested Butte	31,304,614	45,300,587	13,995,973	44.71%
Marble	2,646,802	3,130,760	483,958	18.28%
Pitkin	1,226,875	1,628,809	401,934	32.76%
Unincorporated	99,873,902	125,045,124	25,171,222	25.20%
TOTAL TAXABLE SALES	449,741,269	562,928,162	113,186,893	25.17%
TOTAL COUNTY REVENUE	2,570,272	3,245,375	675,104	26.27%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	192,055,732	198,902,212	6,846,480	3.56%
Crested Butte	112,282,288	115,786,864	3,504,576	3.12%
Mt. Crested Butte	36,426,285	31,304,614	(5,121,671)	-14.06%
Marble	2,450,290	2,646,802	196,512	8.02%
Pitkin	1,381,497	1,226,875	(154,622)	-11.19%
Unincorporated	68,256,773	99,873,902	31,617,129	46.32%
TOTAL TAXABLE SALES	412,852,865	449,741,269	36,888,404	8.94%
TOTAL COUNTY REVENUE	2,242,605	2,570,272	327,667	14.61%

PREVIOUS YEARS FOR COMPARISON

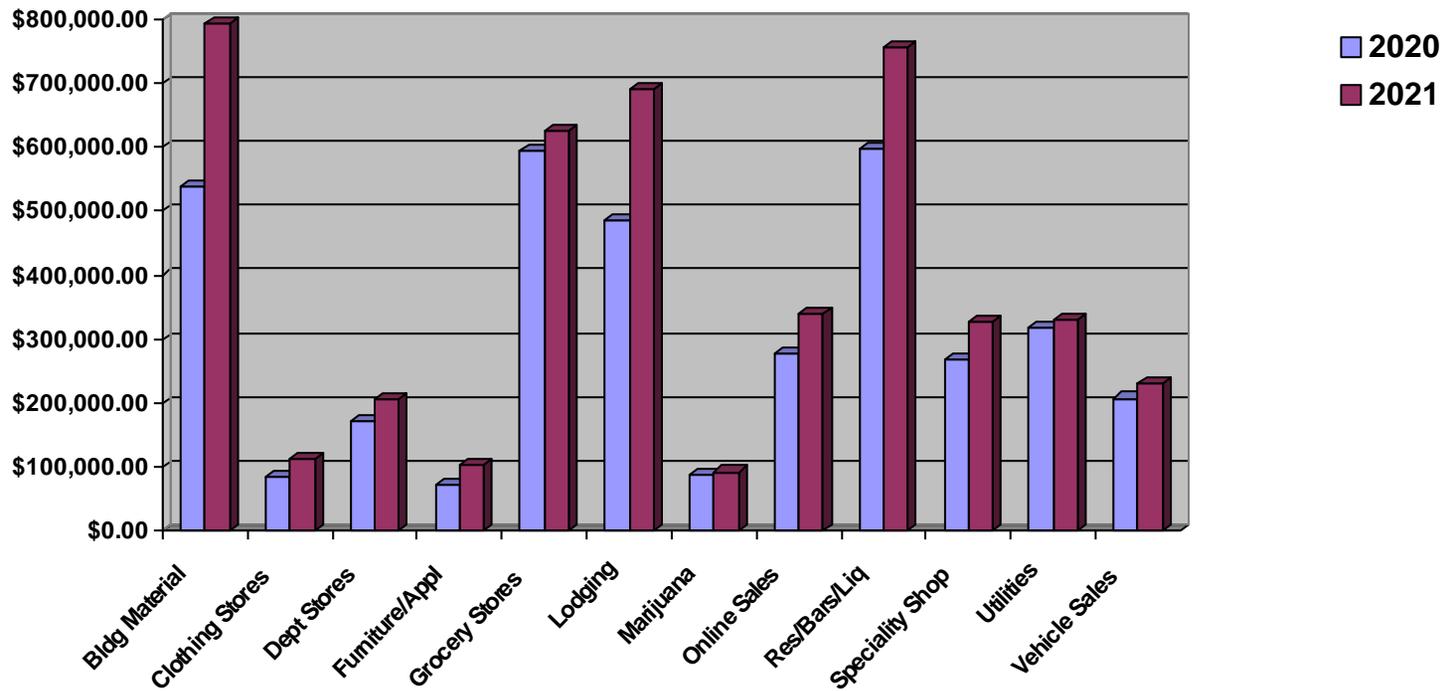
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
TOTAL TAXABLE SALES	374,332,808	419,090,814	44,758,006	11.96%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 3,245,375.45	\$ 3,245,375.45	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%		26.27%	95.27%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 2,869,287.29	\$ 2,570,271.88	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%		14.61%	108.69%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 2,502,978.46	\$ 2,242,605.22	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%		10.50%	106.28%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 2,224,261.28	\$ 2,029,501.68	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%		13.97%	105.48%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 1,963,145.82	\$ 1,780,789.84	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%		4.17%	96.87%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 1,881,604.24	\$ 1,709,487.94	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%		7.28%	93.01%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 1,758,576.30	\$ 1,593,453.62	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%		8.27%	100.22%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 1,623,680.64	\$ 1,471,765.04	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%		7.30%	99.98%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 1,510,103.53	\$ 1,371,675.60	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%		7.43%	96.22%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 1,407,944.60	\$ 1,276,813.06	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%		3.61%	96.05%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 1,374,141.13	\$ 1,232,380.35	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%		1.58%	93.74%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 1,349,111.46	\$ 1,213,244.35	\$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%		0.39%	83.78%
2009	Current Month TOTAL COUNTY REVENUE	\$ 108,739.89	\$ 103,664.68	\$ 113,950.67	\$ 70,950.60	\$ 83,421.06	\$ 129,132.90	\$ 160,419.87	\$ 145,416.76	\$ 127,133.00	\$ 88,715.98	\$ 76,977.54	\$ 1,339,686.47	\$ 1,208,522.95	\$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF NOVEMBER



Nov 2021

Taxes by Industry

Amusement & Entertainment	\$14,943.16
Bldg Material & Trades	\$77,286.93
Clothing Stores	\$6,917.72
Department Stores	\$20,185.07
Furniture & Appliance Stores	\$10,199.37
Gas/Convenience Stores	\$5,684.99
Grocery Stores	\$44,696.44
Lodging	\$31,082.47
Manufacturing	\$14,846.25
Marijuana	\$5,747.27
Miscellaneous Services	\$43,415.27
Online Sales	\$35,499.05
Ranching & Agriculture	\$96.48
Restaurant/Bars/Liquor Stores	\$35,005.42
Specialty Shops	\$29,639.70
Utilities	\$32,142.66
Vehicle Sales/Parts/Services	\$16,292.57
<i>GRAND TOTAL:</i>	\$423,680.82

Taxes by Industry and Jurisdiction

November 2021

Amusement & Entertainment

<i>Almont</i>	4.24
<i>Crested Butte</i>	4374.35
<i>Gunnison</i>	7155.80
<i>Marble</i>	21.23
<i>Mt. Crested Butte</i>	1182.27
<i>Ohio City</i>	3.71
<i>Parlin</i>	37.98
<i>Pitkin</i>	7.59
<i>Rem of Cnty</i>	2157.20
<i>Somerset</i>	-1.21

Grand Total By Industry: \$14,943.16

Bldg Material & Trades

<i>Almont</i>	1.52
<i>Crested Butte</i>	25056.21
<i>Gunnison</i>	38517.65
<i>Marble</i>	4.80
<i>Mt. Crested Butte</i>	505.36
<i>Ohio City</i>	112.87
<i>Pitkin</i>	167.01
<i>Rem of Cnty</i>	11846.25
<i>Somerset</i>	1075.26

Grand Total By Industry: \$77,286.93

Clothing Stores

<i>Almont</i>	31.90
<i>Crested Butte</i>	2958.68
<i>Gunnison</i>	2519.57
<i>Marble</i>	17.30
<i>Mt. Crested Butte</i>	445.00
<i>Ohio City</i>	6.65
<i>Parlin</i>	0.65
<i>Pitkin</i>	3.61
<i>Powderhorn</i>	1.63
<i>Rem of Cnty</i>	926.27
<i>Somerset</i>	5.12

<i>Tincup</i>	1.34
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<i>Grand Total By Industry:</i>	6,917.72
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Department Stores

<i>Crested Butte</i>	1404.88
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<i>Gunnison</i>	16029.19
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<i>Marble</i>	28.82
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<i>Mt. Crested Butte</i>	269.91
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<i>Ohio City</i>	37.72
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<i>Pitkin</i>	7.84
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<i>Rem of Cnty</i>	2404.49
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<i>Somerset</i>	2.22
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<i>Grand Total By Industry:</i>	20,185.07
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Furniture & Appliance Stores

<i>Almont</i>	6.40
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<i>Crested Butte</i>	1731.14
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<i>Gunnison</i>	4096.67
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<i>Marble</i>	51.25
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<i>Mt. Crested Butte</i>	1990.83
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<i>Ohio City</i>	1.45
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<i>Pitkin</i>	2.20
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<i>Rem of Cnty</i>	2229.96
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<i>Somerset</i>	89.20
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<i>Tincup</i>	0.27
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<i>Grand Total By Industry:</i>	10,199.37
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Gas/Convenience Stores

<i>Crested Butte</i>	700.09
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<i>Gunnison</i>	4651.14
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<i>Pitkin</i>	3.02
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<i>Rem of Cnty</i>	330.74
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<i>Grand Total By Industry:</i>	5,684.99
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Grocery Stores

<i>Almont</i>	1.15
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<i>Crested Butte</i>	7132.31
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<i>Gunnison</i>	37381.67
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<i>Marble</i>	5.61
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<i>Mt. Crested Butte</i>	63.07
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<i>Ohio City</i>	5.19
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<i>Pitkin</i>	0.29
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<i>Rem of Cnty</i>	105.21
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Somerset 1.94

Grand Total By Industry: \$44,696.44

Lodging

Almont 1939.91

Crested Butte 11778.42

Gunnison 8053.04

Marble 174.19

Mt. Crested Butte 4791.24

Ohio City 14.77

Pitkin 10.34

Powderhorn 1.09

Rem of Cnty 4315.64

Somerset 3.83

Grand Total By Industry: \$31,082.47

Manufacturing

Almont 4.25

Crested Butte 1622.69

Gunnison 7336.50

Marble 33.98

Mt. Crested Butte 271.45

Ohio City 3.73

Parlin 18.06

Pitkin 103.61

Powderhorn 0.35

Rem of Cnty 4835.67

Somerset 613.10

Tincup 2.86

Grand Total By Industry: \$14,846.25

Marijuana

Crested Butte 1809.44

Gunnison 3937.83

Grand Total By Industry: \$5,747.27

Miscellaneous Services

Almont 37.84

Crested Butte 9966.97

Gunnison 16743.66

Marble 85.80

Mt. Crested Butte 1896.73

Ohio City 93.57

<i>Parlin</i>	3.08
<i>Pitkin</i>	47.92
<i>Powderhorn</i>	13.80
<i>Rem of Cnty</i>	11620.84
<i>Sapinero</i>	18.49
<i>Somerset</i>	2883.17
<i>Tincup</i>	3.40

Grand Total By Industry: \$43,415.27

Online Sales

<i>Rem of Cnty</i>	35499.05
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Grand Total By Industry: \$35,499.05

Ranching & Agriculture

<i>Crested Butte</i>	7.58
<i>Gunnison</i>	15.35
<i>Marble</i>	37.94
<i>Mt. Crested Butte</i>	0.66
<i>Rem of Cnty</i>	34.95

Grand Total By Industry: \$96.48

Restaurant/Bars/Liquor Stores

<i>Almont</i>	2.24
<i>Crested Butte</i>	9961.82
<i>Gunnison</i>	23415.63
<i>Marble</i>	1.03
<i>Mt. Crested Butte</i>	739.17
<i>Ohio City</i>	5.79
<i>Rem of Cnty</i>	879.74

Grand Total By Industry: \$35,005.42

Specialty Shops

<i>Almont</i>	189.08
<i>Crested Butte</i>	6581.18
<i>Gunnison</i>	11230.69
<i>Marble</i>	93.02
<i>Mt. Crested Butte</i>	860.55
<i>Ohio City</i>	26.83
<i>Parlin</i>	213.45
<i>Pitkin</i>	125.42
<i>Powderhorn</i>	47.49
<i>Rem of Cnty</i>	7110.83
<i>Sapinero</i>	0.61

<i>Somerset</i>	3130.47
<i>Tincup</i>	30.08

Grand Total By Industry: \$29,639.70

Utilities

<i>Almont</i>	2001.05
<i>Crested Butte</i>	4877.16
<i>Gunnison</i>	6534.05
<i>Marble</i>	242.17
<i>Mt. Crested Butte</i>	4533.19
<i>Ohio City</i>	127.33
<i>Parlin</i>	1.30
<i>Pitkin</i>	247.55
<i>Rem of Cnty</i>	13076.23
<i>Somerset</i>	502.63

Grand Total By Industry: \$32,142.66

Vehicle Sales/Parts/Services

<i>Almont</i>	7.85
<i>Crested Butte</i>	1961.90
<i>Gunnison</i>	10540.14
<i>Marble</i>	98.85
<i>Mt. Crested Butte</i>	259.27
<i>Ohio City</i>	1.53
<i>Parlin</i>	3.01
<i>Pitkin</i>	1191.07
<i>Rem of Cnty</i>	2109.57
<i>Somerset</i>	119.38

Grand Total By Industry: \$16,292.57

\$423,680.82

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00			
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00			
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99			
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ -	\$ 3,154,387.23	\$ 3,154,387.23
% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%			
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 2,155,077.53
% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,971,157.83
% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,939,538.49
% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,724,373.01
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,568,249.57
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,401,665.21
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 1,236,392.40
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 985,571.39
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 945,218.57
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 850,723.79
% Change over previous year (cumulative)	28.17%	-5.25%	6.58%	12.59%	10.03%	7.31%	7.71%	4.24%	1.47%	1.67%	1.02%	2.83%	2.83%	
2010														
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44	-	-	6.13		
Program Cost	-	-	-	-	(247.69)	(1,166.31)	(68.36)	-	-	-	-	-		
Current Total Distribution	\$ 14,800.55	\$ 6,442.34	\$ 251,702.57	\$ 12,672.36	\$ 7,337.11	\$ 123,298.07	\$ 7,278.47	\$ 17,313.48	\$ 370,904.16	\$ 23,464.77	\$ 6,891.62	\$ 141,097.88	\$ 983,203.38	\$ 842,105.50

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, Investment and Quarterly interest Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/18/2022

**TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF OCTOBER - DECEMBER 2021**

INVESTMENT INTEREST:					
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	(28,939.23)	(36,491.41)	196,040.00	-18.61%
ROAD & BRIDGE	2	(7,899.45)	(9,538.25)	35,000.00	-27.25%
HEALTH AND HUMAN SERVICES	3	(1,150.19)	(1,080.56)	8,000.00	-13.51%
PUBLIC HEALTH AGENCY	4	(435.15)	(490.67)	800.00	-61.33%
CONSERVATION TRUST	7	(276.49)	(270.24)	2,000.00	-13.51%
BOND FUND	8	(14.90)	7.55	1,000.00	0.75%
AIRPORT OPERATIONS	10	(4,700.91)	(5,521.60)	4,000.00	-138.04%
SALES TAX REVENUE	12	(8,553.70)	(9,326.62)	25,000.00	-37.31%
LAND PRESERVATION	13	(2,069.42)	(1,910.05)	10,000.00	-19.10%
MOSQUITO	30	(26.36)	9.52	729.00	1.31%
SAGE GROUSE	32	(441.77)	(483.16)	2,000.00	-24.16%
RISK MANAGEMENT FUND	34	(585.37)	(667.05)	4,000.00	-16.68%
AIRPORT CONSTRUCTION	41	(37.58)	(722.81)	1,500.00	-48.19%
COUNTY CAP EXPEND	43	(773.05)	(1,137.86)	-	
SEWER FUND	50	(3,597.32)	(3,843.38)	17,575.00	-21.87%
WATER FUND	51	(1,945.76)	(2,273.00)	1,600.00	-142.06%
SOLID WASTE OPERATIONS	52	(1,017.67)	(1,035.53)	5,000.00	-20.71%
HOUSING AUTHORITY	70	(2,069.03)	(1,851.30)	700.00	-264.47%
GUNN SR HOUSING	71	(73.66)	(167.98)	500.00	-33.60%
ISF I	80	(4,595.11)	(5,062.28)	20,000.00	-25.31%
ISF II	82	(2,035.22)	(2,200.20)	13,261.00	-16.59%
HEALTH INS ISF-III	90	(4,523.49)	(4,885.02)	40,000.00	-12.21%
GRVL MARKETING DISTRT	91	(3,872.02)	(3,846.76)	18,000.00	-21.37%
RURAL TRANSPORT AUTH	92	(15,586.33)	(16,226.37)	40,000.00	-40.57%
BUILDING CONSTRUCTION RES	101	(0.57)	(0.62)	-	
TERMINAL CONSTRUCTION	102	(1,767.13)	(1,926.27)	17,000.00	-11.33%
HEALTH CLAIMS	115	(133.75)	(233.83)	-	
SOLID WASTE CLOSURE	125	(2,507.13)	(2,736.01)	25,000.00	-10.94%
SOLID WASTE CONSTRUCT. RES.	126	(2,046.97)	(2,197.09)	7,000.00	-31.39%
SEWER RESERVE	135	(225.33)	(246.77)	-	
WATER - RESTRICTED	136	(183.99)	(201.49)	-	
SR HOUSING DEPOSITS	140	(31.13)	(33.66)	-	
WATER RESOURCES	150	(139.17)	(167.76)	2,000.00	-8.39%
WORKFORCE IMPACT FEE	155	(60.89)	(70.46)	5,000.00	-1.41%
TOTAL		(102,315.21)	(116,828.97)	502,705.00	-23.24%

TREASURER'S MONTHLY REPORT FOR DECEMBER 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	10,916,691.82	272,630.64	(3,178,728.73)	8,010,593.73
Due from Tre-Road & Bridge	3,289,162.44	52,678.22	(216,132.93)	3,125,707.73
Due from Tre-Human Services	474,210.96	13,285.73	(68,016.20)	419,480.49
Due from Tre-Public Health Agency	173,237.17	67,120.23	(111,965.73)	128,391.67
Due from Tre-Conservation Trust	102,827.86	35,661.94	(369.53)	138,120.27
Due from Tre-Bond Fund	1,390.95	-	(500.89)	890.06
Due from Tre-Airport	2,132,518.54	94,788.49	(2,917.53)	2,224,389.50
Due from Tre-Sales Tax	3,755,161.63	263,803.85	(4,031.42)	4,014,934.06
Due from Tre-Land Preservation	891,651.23	50,313.78	(937.73)	941,027.28
Due from Tre-Mosquito	11,624.85	1,290.90	(13.28)	12,902.47
Due from Tre-Sage Grouse	190,276.12	3,846.53	(193.25)	193,929.40
Due from Tre-Risk Management	223,905.38	61,006.36	(893.08)	284,018.66
Due from Tre-Airport Construction	594,813.91	16,645.26	(610,810.45)	648.72
Due from Tre-Capital Projects	269,978.46	7,872.00	(36,272.71)	241,577.75
Due from Tre-Sewer	1,568,620.85	71,800.84	(81,982.62)	1,558,439.07
Due from Tre-Water	837,694.84	-	(25,651.20)	812,043.64
Due from Tre-Solid Waste	443,433.62	114,946.18	(139,329.10)	419,050.70
Due from Tre-Housing Authority	882,400.33	6,579.91	(2,818.27)	886,161.97
Due from Tre-Gunn Sr Housing	33,290.34	6,226.02	(39.34)	39,477.02
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,990,326.44	12,954.77	(1,994.64)	2,001,286.57
Due from Tre-Internal Service II	880,338.24	6,585.42	(885.88)	886,037.78
Due from Tre-Insurance Trust	1,944,990.35	48,012.73	(2,045.95)	1,990,957.13
Due from Tre-Local Marketing District	1,808,578.88	79,803.78	(1,879.89)	1,886,502.77
Due from Tre-Rural Trans Auth	6,850,521.40	164,561.81	(7,018.48)	7,008,064.73
Due from Tre-Public Trustee Agency	11,270.50	-	(5,037.83)	6,232.67
Due from Tre-Series 2010 Bond Reserve	241.09	-	(0.24)	240.85
Due from Tre-Terminal Construction	753,300.64	-	(749.91)	752,550.73
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	179.09	(179.09)	-
Due from Tre-Treas Fees	-	6,715.07	(6,715.07)	-
Due from Tre-Health Claims	81,341.85	134,644.63	(153,798.95)	62,187.53
Due from Tre-Landfill Closure	1,070,126.54	2,503.86	(1,067.81)	1,071,562.59
Due from Tre-Landfill Cons Resv	877,698.74	9,299.26	(883.01)	886,114.99
Due from Tre-Payroll Clearing	13,190.87	707,453.01	(707,279.45)	13,364.43
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,806.04	-	(13.74)	13,792.30
Due From Tre-Housing Authority Restricted Dep	11,000.00	-	-	11,000.00
Due from Tre-Accounts Payable Clearing	842,492.99	5,626,191.40	(5,690,745.30)	777,939.09
Due from Tre-Finance Revenue Clearing	-	3,117,491.14	(3,117,491.14)	-
Due from Tre-Water Resource	59,320.34	-	(59.05)	59,261.29
Due from Tre-Workforce Impact Fees	-	-	-	-
Due from Tre-Living Community	3,572.76	63.28	(3,572.76)	63.28
COUNTY FUNDS TOTAL	44,185,801.36	11,056,956.13	(14,183,022.18)	41,059,735.31
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	7,195.68	8,077.15	(7,203.94)	8,068.89
Due from Tre-Crested Butte Street/Alley	94.73	336.08	(104.81)	326.00
Due from Tre-Gunnison City General	5,694.00	4,218.56	(5,712.26)	4,200.30
Due from Tre-Marble General	310.54	225.12	(311.17)	224.49
Due from Tre-Mt Crested Butte General	13,830.60	7,710.34	(13,835.28)	7,705.66
Due from Tre-Pitkin General	196.86	209.30	(197.49)	208.67
CITIES AND TOWNS TOTAL	27,322.41	20,776.55	(27,364.95)	20,734.01
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	156,205.96	119,946.19	(156,208.30)	119,943.85
Due from Tre-Gunn RE1J Bond	21,816.08	408.99	(21,816.08)	408.99
Due from Tre-Delta 50J General	6,682.52	7,369.33	(6,682.52)	7,369.33
Due from Tre-Delta 50J Bond	35.02	-	(35.02)	-
Due from Tre-Montrose RE1J General	1,301.96	804.10	(1,301.96)	804.10

Due from Tre-Montrose RE1J Bond	91.01	-	(91.01)	-
Due from Tre-Reij 2014 Mill Override	10,906.01	206.84	(10,906.52)	206.33
SCHOOLS TOTAL	197,038.56	128,735.45	(197,041.41)	128,732.60
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	3,500.64	2,249.76	(3,501.19)	2,249.21
Due from Tre-Reserve MD2	2,306.75	824.78	(2,306.75)	824.78
Due from Tre-Mt Crested Butte DDA	3,637.67	-	(3,637.67)	-
Due from Tre-Bostwick Park Water CD	51.16	15.83	(51.16)	15.83
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	2,774.88	2,276.70	(2,774.88)	2,276.70
Due from Tre-Mt CB Water/San	14,356.59	7,972.90	(14,356.59)	7,972.90
Due from Tre-East River Regional SD	1,286.42	557.61	(1,286.42)	557.61
Due from Tre-Cemetery	1,654.38	1,115.30	(1,654.38)	1,115.05
Due from Tre-Gunn Co Metro Rec Dist	6,350.63	4,100.87	(6,352.07)	4,099.43
Due from Tre-N Fork Water CD	125.08	137.61	(125.08)	137.61
Due from Tre-Skyland MD	7,457.34	4,315.53	(7,457.34)	4,315.53
Due from Tre-Upper Gunn Water CD	12,079.23	7,846.76	(12,082.33)	7,843.66
Due from Tre-Crested Butte Fire PD	28,205.14	18,640.90	(28,214.91)	18,631.13
Due from Tre-Gunn Co Fire PD	6,928.78	4,449.80	(6,929.33)	4,449.25
Due from Tre-Carbondale & Rural Fire PD	2,231.27	1,364.01	(2,231.27)	1,364.01
Due from Tre-Ragged Mt Fire PD	723.75	794.62	(723.75)	794.62
Due from Tre-Arrowhead Fire PD	823.42	289.00	(823.42)	289.00
Due From Tre-Library General Fund	12,986.37	8,517.71	(12,988.65)	8,515.43
Due From Tre-Reserve MD#2 BOND 2016A	8,561.74	3,407.15	(8,561.74)	3,407.15
Due From Tre-North Fork Ambulance Health Ser	1,474.68	1,620.55	(1,474.68)	1,620.55
Due From Tre-Reserve MD #2 BOND 2016B	1,194.70	427.18	(1,194.70)	427.18
Due From Tre-Reserve MD #2 BOND 2016C	983.23	351.63	(983.23)	351.63
IMPROVEMENT DISTRICTS TOTAL	119,693.85	71,276.20	(119,711.79)	71,258.26
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	574,241.20	466,394.58	(551,289.32)	489,346.46
Due from Tre-Clerk Sales Tax	13,697.77	61,776.09	(59,510.41)	15,963.45
Due from Tre-SOT	-	287,280.65	(287,280.65)	-
Due from Tre-State Auto	-	214,478.25	(214,478.25)	-
Due from Tre-Clerk ST Domestic Abuse	-	40.00	(40.00)	-
Due from Tre-Clerk State Registrar	-	6.00	(6.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,400.00	(1,400.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	12,871.42	285.78	(2.86)	13,154.34
Due from Tre-Inmate Trust	23,398.87	8,151.66	(16,549.92)	15,000.61
Due from Tre-Investment Interest	-	58,311.66	(58,311.66)	-
Due from Tre-Treas Deed	1,913.16	-	(300.00)	1,613.16
Due from Tre-Unused Remittances	33,786.95	169,063.34	(2,653.58)	200,196.71
Due from Tre-Elected Official Fees Clrg	1,555.31	54,487.75	(50,534.44)	5,508.62
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	661,464.68	1,321,675.76	(1,242,357.09)	740,783.35
GRAND TOTALS	45,191,320.86	12,599,420.09	(15,769,497.42)	42,021,243.53

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of December 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; Hugo Living Trust and Sp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Boundary Line Adjustment

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bakerbeth3@gmail.com

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 1/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/18/2022



Date: January 11, 2022

RE: Boundary Line Adjustment
Hugo Living Trust and Spann Ranches
LUC-21-00066

The applicants, Hugo Living Trust and Spann Ranches, have applied for a boundary line adjustment. The need for the Boundary Line Adjustment was discovered at the time of sale for the Hugo Living Trust. The survey of the property revealed the Hugo's home had been built north of the Spann boundary line. Neither the Spann's or the Hugo's were aware of this. In order to sell the property, the boundary line must be adjusted. Two new deeds have also been prepared to correspond with the new plat.

The new plat was reviewed by the County Attorney's office on December 15, 2022. It was approved for BOCC review at that time.

The plat includes lender approval, and all other required signatures and notaries.

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-21-00066

Click on file

Attachments

View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

**BOUNDARY LINE ADJUSTMENT PLAT
LOCATED WITHIN PORTIONS OF THE SW 1/4 SW1/4
SECTION 21, T14S R85W, 6TH P.M.
GUNNISON COUNTY, COLORADO**

SPANN TO HUGO

A tract of land located within portions of the SW 1/4 SW 1/4, Section 21, Township 14 South, Range 85 West, 6th Principal Meridian, more particularly described as follows:
Beginning at a point of intersection of the centerline of the Slate River and the southerly Section line of said Section 21 from whence the SW corner of said Section 21 bears South 86° 23' 38" West, 110.97 feet; Thence along said centerline, North 50° 13' 22" West, 113.70 feet; Thence North 0° 15' 22" East, 95.54 feet more or less to an aluminum cap stamped L.S. #11250; Thence South 89° 53' 30" East, 265.54 feet more or less to an aluminum cap stamped L.S. #11250; Thence South 32° 37' 00" East along the westerly right of way of Colorado State Highway #135, 152.50 feet; Thence continuing along said right of way, South 45° 45' 00" East, 30.83 feet more or less to the point of intersection with said southerly Section line. Thence along said southerly Section line, South 86° 23' 38" West, 283.43 feet to the true point of beginning of the herein described tract of land.
Said tract contains 1.10 acres.
The southerly Section line was determined by ties to 3" diameter caps at the S1/4 corner and the SW corner of Section 21.

GENERAL NOTES:

- MATHEMATICAL INFORMATION WAS OBTAINED FROM THE LEGAL DESCRIPTION AT RECEPTION NUMBER 583011, GUNNISON COUNTY RECORDS. SAID LEGAL CALLS FOR THE PROPERTY BOUNDARY TO BE BOUND BY THE HIGHWAY RIGHT-OF-WAY TO THE EAST, THE CENTERLINE OF THE RIVER TO THE WEST AND SOUTH, AND THE FUREY CAPS TO THE NORTH.
- SAID LEGAL DESCRIPTION ASSUMES THE FUREY CAPS AT THE NORTHERLY PROPERTY LINE ARE IN SECTION 28.
- ACCORDING TO FOUND MONUMENTS, THE FUREY CAPS ARE IN SECTION 21. THE LEGAL DESCRIPTION SPECIFICALLY EXCLUDES ALL LANDS IN SECTION 21.
- I ACCEPTED THE FOUND 3" DIA. ALUMINUM CAPS AS BEING CORRECT. I DID NOT DO AN INDEPENDENT SURVEY OF SECTIONS 21 AND 28.
- THE SOLE PURPOSE OF THIS PLAT IS TO HOLD THE CALLS WITHIN SAID LEGAL AS GOOD, AND TO INCLUDE THOSE LANDS WITHIN PORTIONS OF SECTION 21.

Lienholder Addition:

Lienholder Consent (Hugo Trust): U.S. Bank N.A.

By: Chris D. Hager (sign)
Charles D. Hager (name)
Its: Officer (title)

State of Kentucky
County of Darves

The foregoing instrument was acknowledged and executed before me this 31 day of December, 2021, by Charles D. Hager. Witness my hand and official seal. My commission expires 11-26-24.



Purpose and Agreement

The purpose of this plat is to adjust the boundary line between the properties shown on this plat owned by Dennis R. Hugo and Leanne H. Hugo as Co-Trustees or their Successor Trustees under the Hugo Revocable Living Trust Dated 14 November, 2007 ("Hugo Trust") and Virgil and Lee Spann Ranches, Inc. ("Spann Ranches") (collectively, the "Parties"). The Parties agree to the boundary line adjustment as shown on this plat.

Dennis R. Hugo and Leanne H. Hugo as Co-Trustees or their Successor Trustees under the Hugo Revocable Living Trust Dated 14 November, 2007

IN WITNESS WHEREOF, Dennis R. Hugo and Leanne H. Hugo as Co-Trustees or their Successor Trustees under the Hugo Revocable Living Trust Dated 14 November, 2007 has subscribed their names this 30 day of December, A.D. 2021.

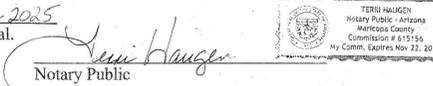
Dennis R. Hugo
Dennis R. Hugo as Co-Trustee under
the Hugo Revocable Living Trust Dated 14 November, 2007

Leanne H. Hugo
Leanne H. Hugo as Co-Trustee under
the Hugo Revocable Living Trust Dated 14 November, 2007

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 30 day of December, A.D. 2021, by Dennis R. Hugo and Leanne H. Hugo as Co-Trustees under the Hugo Revocable Living Trust Dated 14 November, 2007.

My commission expires 11-22-2025
Witness my hand and official seal.



Virgil and Lee Spann Ranches, Inc.

Lee L. Spann
Lee L. Spann, President, Virgil and Lee Spann Ranches, Inc.

STATE OF Colorado
COUNTY OF Gunnison

The foregoing instrument was acknowledged before me this 7 day of January, A.D. 2021, by Lee L. Spann as President of Virgil and Lee Spann Ranches, Inc.

My commission expires 4/16/23
Witness my hand and official seal.

Dustin White
Notary Public



ATTORNEY'S OPINION

I, Marcus J. Lock, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Dennis R. Hugo and Leanne H. Hugo as Co-Trustees or their Successor Trustees under the Hugo Revocable Living Trust Dated 14 November, 2007 and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- All reservations and exceptions as set forth in United States Patent(s) recorded December 23, 1911 in Book 101 at page 484.
- Right of Way Easement granted to Gunnison County Electric Association recorded January 25, 2000 as Reception No. 499274; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.
- Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general Public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Slate River.
- Any question, dispute or adverse claim as to any loss or gain of land as a result of any change in the river bed location by natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Slate River lying within subject Land; and any question as to the location of such center thread, bank or channel as a legal description monument or marker for purposes of describing or locating subject Lands.
- The subject property appears to border and receive access via Colorado State Highway 135 which is a limited access highway and access to and from the highway is controlled by the State of Colorado, Department of Highways. Notwithstanding the covered risks or the insuring clauses as set forth in the policy, the Company does not insure against loss or damage for lack of access by reason of the rules and regulations of the United States or its agencies, the State of Colorado, or the Department of Highways.

Dated this 16 day of November, 2021.

/s/ Marcus J. Lock
Marcus J. Lock, Attorney-at-Law, Atty. Reg. #33048

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the Boundary Line Adjustment Plat of portions of Section 21, T14S, R85W, 6th P.M. Gunnison County, Colorado is approved this ___ day of ___, A.D., 20__.

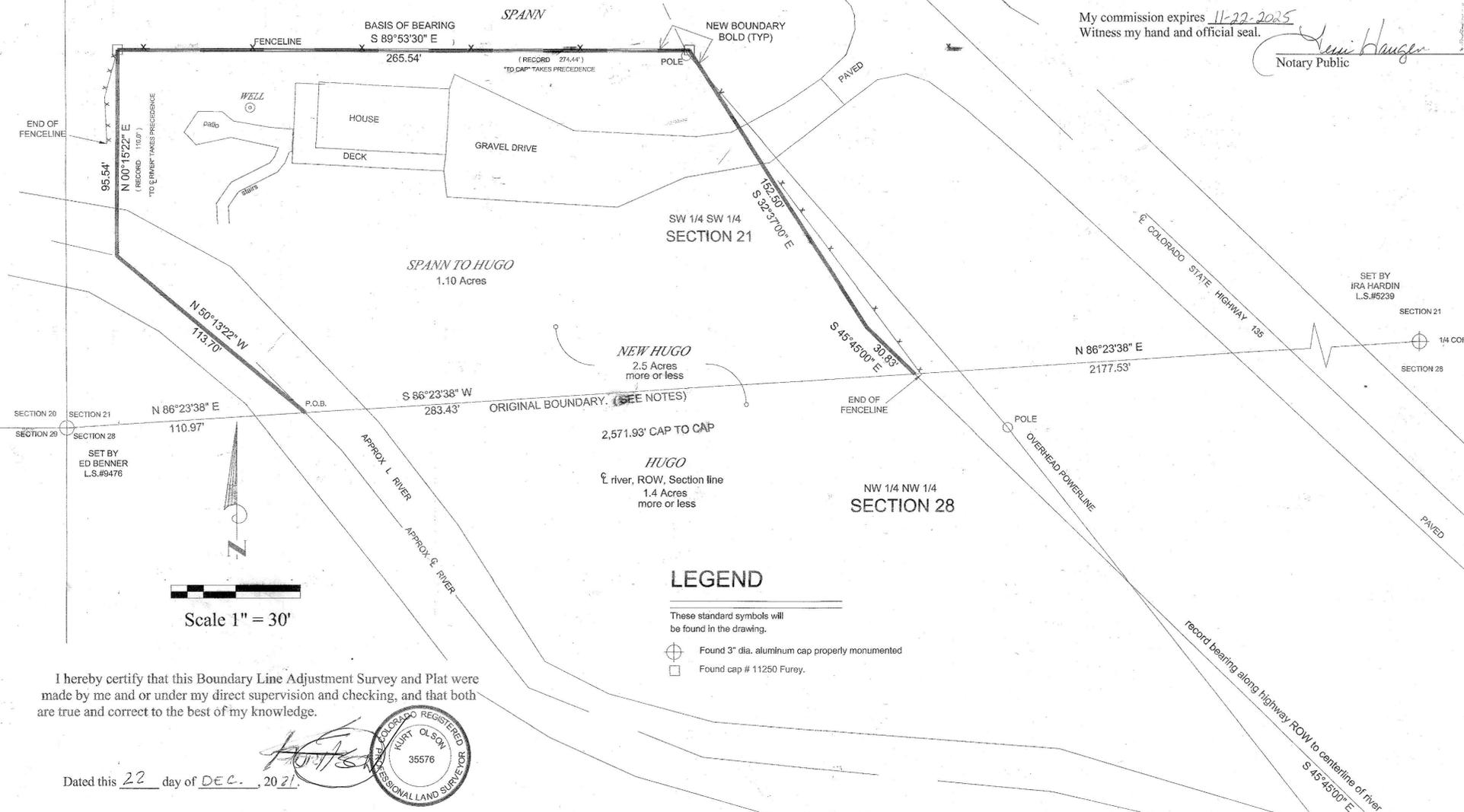
Chairperson, Gunnison County Board of Commissioners
Attest:

Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This survey was accepted for deposit in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ___ day of ___, 20___, Deposit Number ___.
Time ___, Date ___.

Gunnison County Clerk and Recorder



LEGEND
These standard symbols will be found in the drawing.
⊕ Found 3" dia. aluminum cap properly monumented
□ Found cap # 11250 Furey.

I hereby certify that this Boundary Line Adjustment Survey and Plat were made by me and or under my direct supervision and checking, and that both are true and correct to the best of my knowledge.

Dated this 22 day of DEC., 2021.
Mark Olson
REGISTERED PROFESSIONAL LAND SURVEYOR
35576

notice: According to Colorado law you must commence any legal action based upon any defect in this Survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this Survey be commenced upon more than ten (10) years from the date of certification shown hereon.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution Establishing Precinct Bou

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Divide the county into as many election precincts as convenient for the eligible electors of the County.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. Note that the map should be recorded both separately and attached as an exhibit to the recorded resolution. MRH

Reviewed by:

Discharge Date: 1/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/12/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/18/2022

A RESOLUTION ESTABLISHING PRECINCT BOUNDARIES
FOR GENERAL, PRIMARY, AND CONGRESSIONAL ELECTIONS
IN GUNNISON COUNTY, COLORADO

Resolution No. 2022-_____

WHEREAS, pursuant to C.R.S. § 1-5-101, *et. seq.*, the County Clerk and Recorder, subject to approval by the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter the “Board”), shall divide the county into as many election precincts as convenient for the eligible electors of the County, and the boundaries of such precincts may be changed from time to time; and

WHEREAS, pursuant to Resolution No. 1984-07 approved by the Board, the boundaries of election precincts were established; and

WHEREAS, thereafter the election precincts were modified and reestablished by virtue of the Board’s Resolutions numbered 1987-19, 1994-09, 1997-15, 2012-01, and 2012-02; and

WHEREAS, Gunnison County, pursuant to Colorado law, and because it would be beneficial to the eligible electors of Gunnison County, may establish the boundaries of Gunnison County election precincts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15; and

WHEREAS, the map titled “Election Precincts of Gunnison County, Colorado” dated January 18, 2022, attached to this Resolution as Exhibit A, and the associated shapefiles used to create this map, identifies the reestablished election precincts as well as the locations, shapes, and the attributes of geographic features within these precincts; and

WHEREAS, consistent with C.R.S. § 1-5-101, the Board has taken into consideration natural and artificial boundaries that meet the requirements of the United States Census Bureau in establishing the aforementioned precincts;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the election precincts of Gunnison County shall be and hereby are established as identified on the map titled “Election Precincts of Gunnison County, Colorado” dated January 18, 2022, recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on January 18, 2022, as well as attached as Exhibit A to this Resolution, and as well as the aforementioned shapefiles.

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this ____ day of January, 2022.

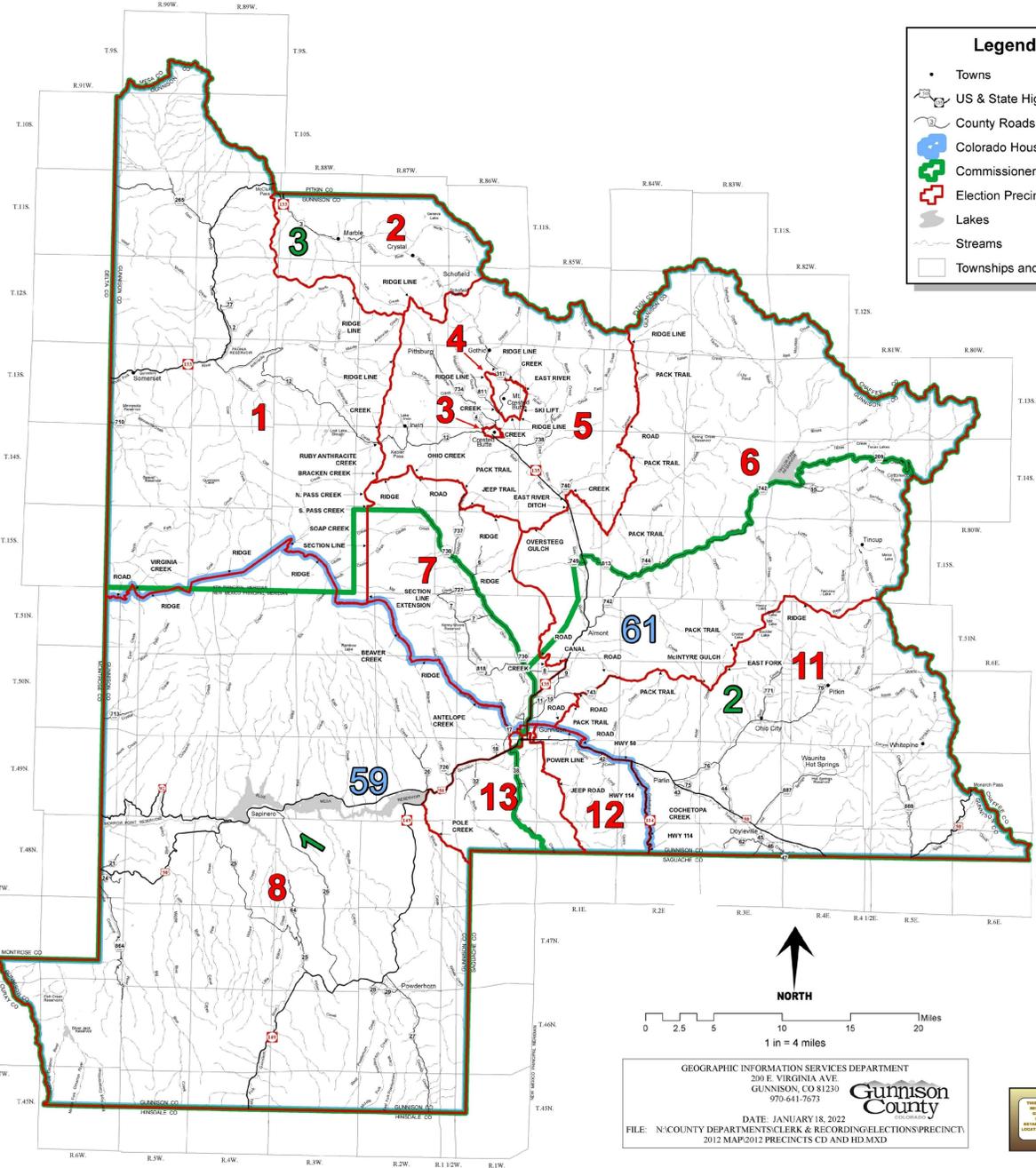
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

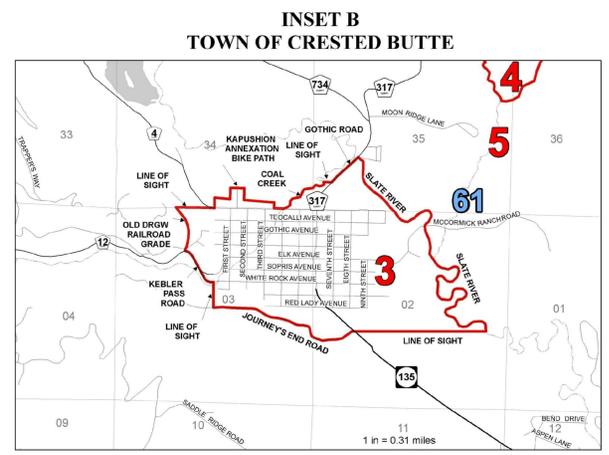
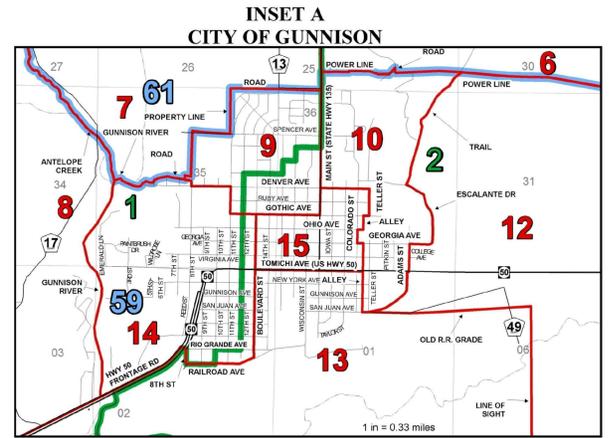
Deputy County Clerk

EXHIBIT A

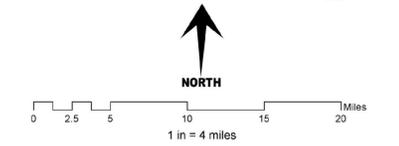


Legend

- Towns
- US & State Highways
- County Roads
- Colorado House Districts
- County Commissioner Districts
- Election Precincts
- Lakes
- Streams
- Townships and Ranges



ELECTION PRECINCTS, COUNTY COMMISSIONER DISTRICTS, AND STATE HOUSE DISTRICTS OF GUNNISON COUNTY, COLORADO



GEOGRAPHIC INFORMATION SERVICES DEPARTMENT
200 E. VIRGINIA AVE.
GUNNISON, CO 81230
970-641-7673

Gunnison County

DATE: JANUARY 18, 2022
FILE: N:\COUNTY DEPARTMENTS\CLERK & RECORDING\ELECTIONS\PRECINCT,
2012 MAP\2012 PRECINCTS CD AND HD.MXD

THIS MAP WAS PREPARED BY GUNNISON COUNTY AND THE INFORMATION CONTAINED HEREON IS UNOFFICIAL. PLEASE REFER TO THE OFFICIAL RECORDS FOR THE LOCATION OF ANY PROPERTY, INTERESTS, RIGHTS, OR EASEMENTS. THE LOCATION OF ANY PROPERTY, INTERESTS, RIGHTS, OR EASEMENTS IS SUBJECT TO SURVEY.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: City of Gunnison Annexation Presentation; Three parcels on North boundary of City limits

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

City of Gunnison proposes annexation of three parcels in County on north boundary of city limits.

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

City must follow all appropriate legal steps or annexation invalid. For example, City must hold formal hearing and provide notice and opportunity to be heard by BOCC and CA under Colo. Rev. Stat. Ann. § 31-12-108. City must file impact report with BOCC under sec. 31-12-108.5. City must also file with and notify Clerk, possibly Treasurer and Assessor under Title 31. Note BOCC has standing to challenge annexation under Colo. Rev. Stat. Ann. § 31-12-116.

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 12/30/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/31/2021

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 1/18/2022

GUNNISON NORTH ANNEXATION IMPACT REPORT

This Annexation Impact Report has been prepared by the City of Gunnison to meet statutory provisions for annexation pursuant to CRS 31- 12- 101, et. Seq.

Background:

The City of Gunnison is proposing annexation of properties to the north of City limits to facilitate the necessary expansion of the City's electrical infrastructure. A petition for annexation and map pursuant to CRS 31- 12- 101, et. Seq. has been filed with the City Clerk, and Resolution No. 24 Series 2021 was passed by City Council finding the annexation petition to be substantially complete, initiating the annexation process and setting a public hearing for January 11, 2022 at 5:30pm in the City Council Chambers, Gunnison City Hall, 201 West Virginia Avenue, Gunnison, Colorado 81230.

Annexation Report Requirements:

(a) Maps of the City of Gunnison proposed Annexation Area

- (I) The present and proposed boundaries in the vicinity of the proposed annexation
EXHIBIT A
- (II) Present streets and utilities, and proposed utility extensions
EXHIBIT B
- (III) Existing and proposed Land Use pattern in the area to be annexed
EXHIBIT C

(b) A copy of the DRAFT Annexation Agreement

DRAFT annexation agreement is attached as EXHIBIT D

(c) Municipal Services

The CITY will construct a water mainline extension in the U.S. Highway 135 right of way to connect the GSS and RMCM properties to the CITY's water system. The water line is to be constructed at CITY expense within two years from the date the annexation is approved by City Council.

(d) Funding extension of Municipal Services

Funding for the water line and electric infrastructure is included in the City budget.

(e) Existing Districts

There are no existing districts within the area to be annexed.

(f) Local School District Systems Impact

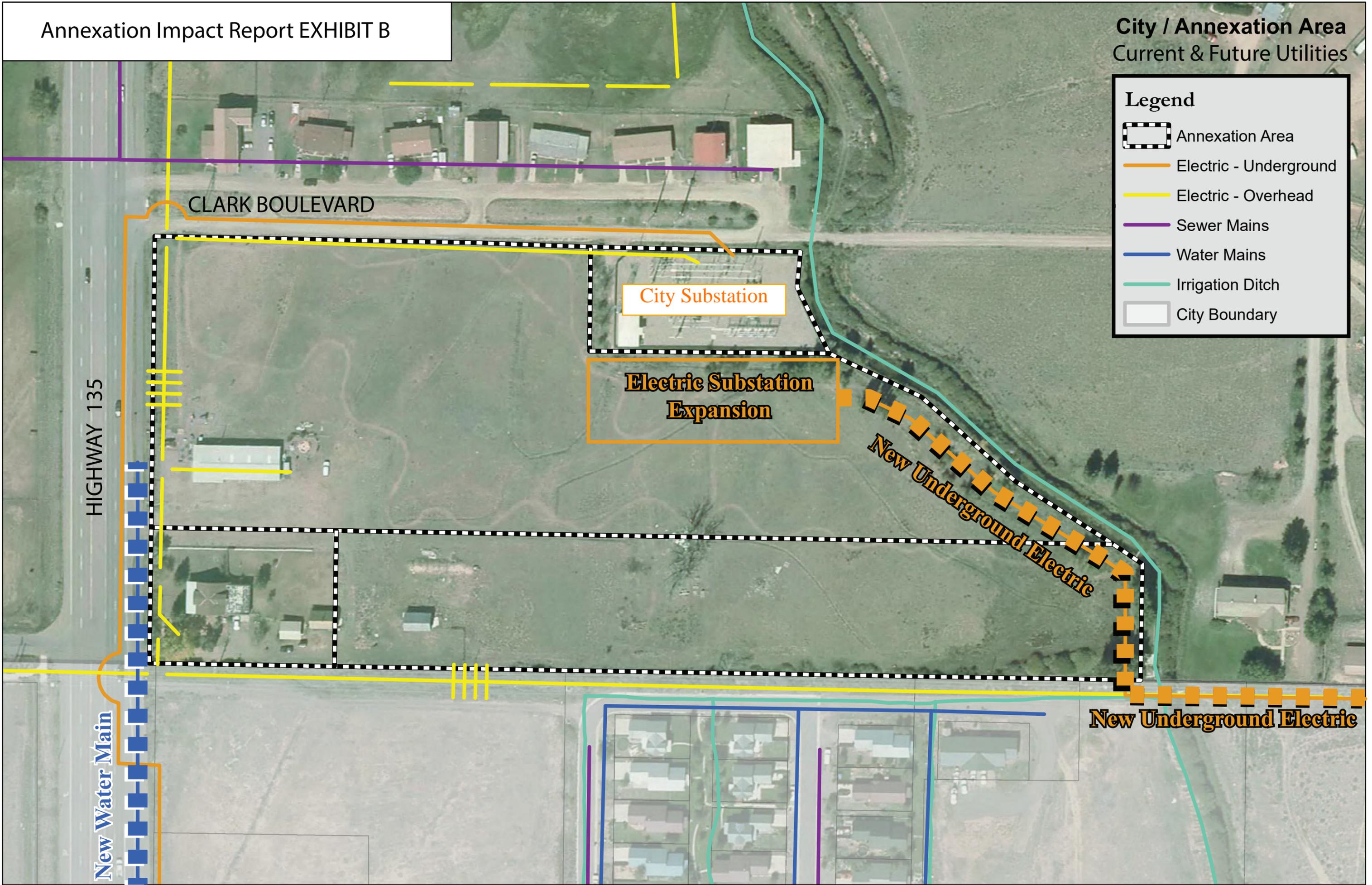
The Gunnison North Annexation will not have an effect upon local-public school district systems as no students are anticipated to be generated by the land uses proposed.

City of Gunnison Contact:

Anton Sinkewich AICP LEED AP
Community Development Director
City of Gunnison 201 W. Virginia Ave.
PO Box 239 Gunnison, CO 81230
970 641 8152
asinkewich@gunnisonco.gov

Legend

- Annexation Area
- Electric - Underground
- Electric - Overhead
- Sewer Mains
- Water Mains
- Irrigation Ditch
- City Boundary



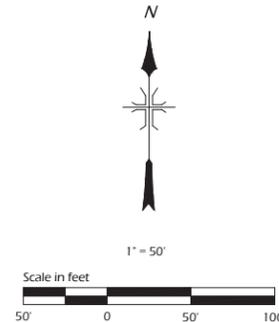
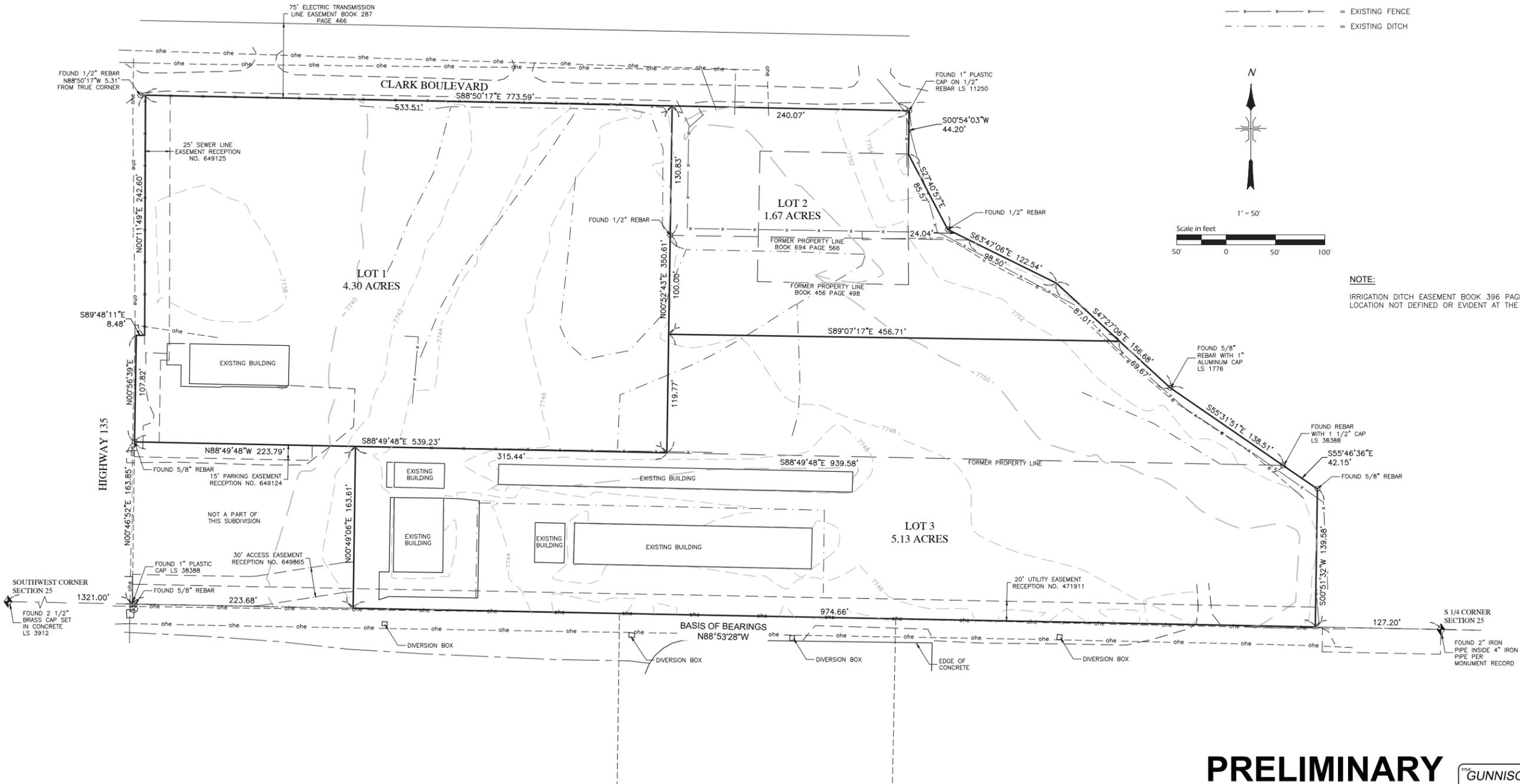
ANNEXATION IMPACT REPORT EXHIBIT C1

GUNNISON SUBSTATION SUBDIVISION

SITUATED IN SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO

LEGEND

- = FD. REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP
- ◆ = FD. B.L.M. OR G.L.O. BRASS OR ALUM. CAP MON.
- ohe --- = EXISTING OVERHEAD ELECTRIC
- e --- = EXISTING UNDERGROUND ELECTRIC
- x - x - x - = EXISTING FENCE
- - - - - = EXISTING DITCH



NOTE:
IRRIGATION DITCH EASEMENT BOOK 396 PAGE 118 EXACT LOCATION NOT DEFINED OR EVIDENT AT THE TIME OF SURVEY.

PRELIMINARY

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2221 • (970) 249-2222 FAX www.del-mont.com • service@del-mont.com		CLIENT: CITY OF GUNNISON
FIELD BOOK: 891	DRAWN BY: DCC	DATE: 2021-10-21	ADDRESS & PHONE: P.O. BOX 239 GUNNISON, CO 81230 970-641-8152	TYPE: SUBDIVISION
SHEET: 2 of 2	FILE: 21134V-BDRY	JOB NO.: 21134		

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

**ANNEXATION IMPACT
REPORT EXHIBIT C2**

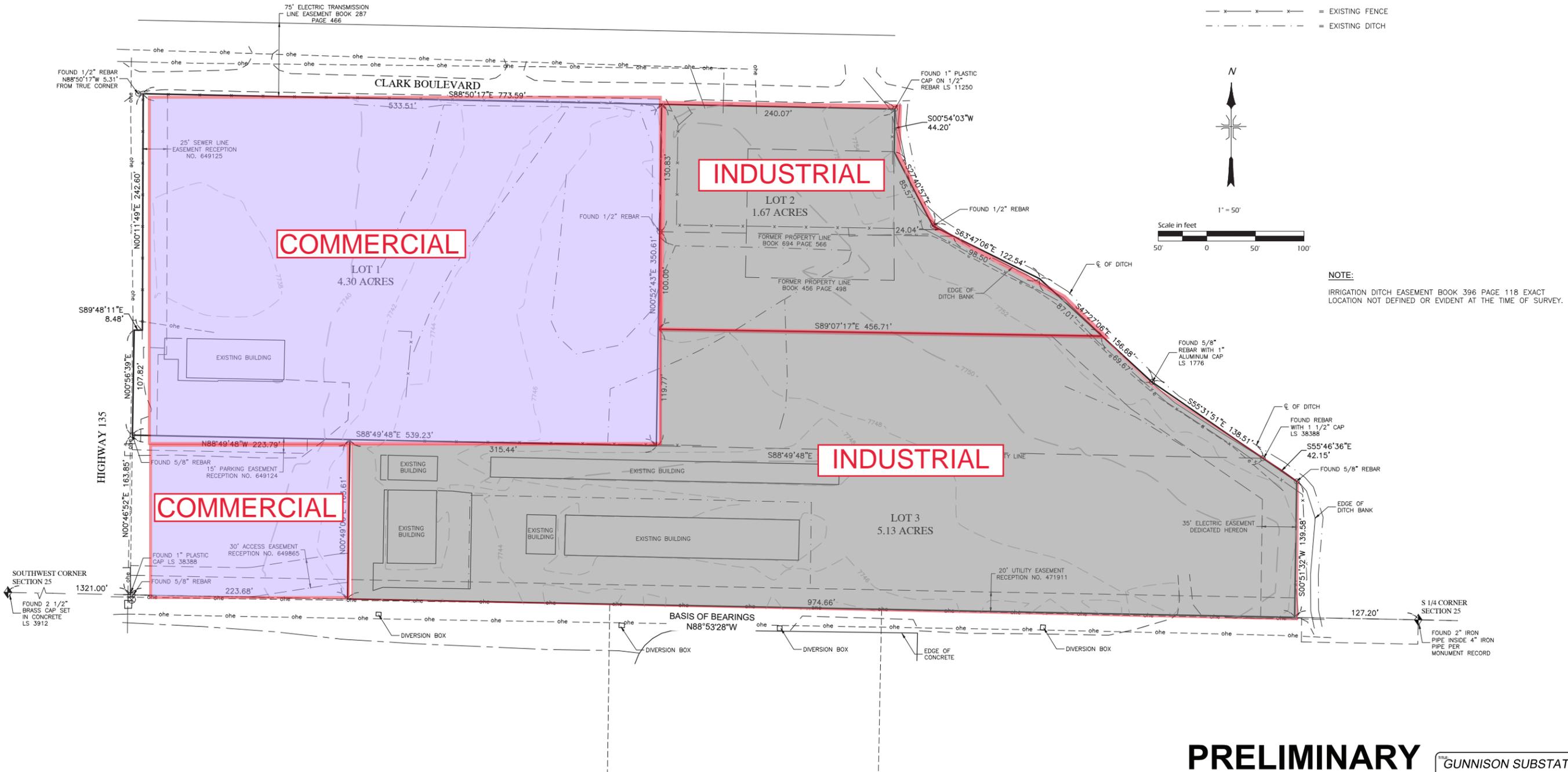
GUNNISON SUBSTATION SUBDIVISION

SITUATED IN SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO

NORTH GUNNISON ANNEXATION PROPOSED ZONING

LEGEND

- = FD. REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP
- ◆ = FD. B.L.M. OR G.L.O. BRASS OR ALUM. CAP MON.
- ohe --- = EXISTING OVERHEAD ELECTRIC
- e --- = EXISTING UNDERGROUND ELECTRIC
- x --- x --- = EXISTING FENCE
- - - - --- = EXISTING DITCH



NOTE:
IRRIGATION DITCH EASEMENT BOOK 396 PAGE 118 EXACT LOCATION NOT DEFINED OR EVIDENT AT THE TIME OF SURVEY.

PRELIMINARY

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2221 • (970) 249-2242 FAX www.del-mont.com • service@del-mont.com		CLIENT: CITY OF GUNNISON
FIELD BOOK: 891	DRAWN BY: DCC	DATE: 2021-11-23	ADDRESS & PHONE: P.O. BOX 239 GUNNISON, CO 81230 970-641-8152	
SHEET: 2 of 2	FILE: 21134V-BDRY	JOB NO.: 21134	TYPE: SUBDIVISION	

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

ANNEXATION IMPACT REPORT EXHIBIT D

GUNNISON NORTH ANNEXATION AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the CITY OF GUNNISON, a Colorado home rule municipality, whose address is P.O. Box 239, Gunnison, Colorado 81230, hereinafter the “CITY”, GUNNISON SECURE STORAGE, LLC, whose address is P.O. Box 50119, Austin, TX 78763-0119, hereinafter “GSS”, and ROCKY MOUNTAIN CHRISTIAN MINISTRIES, whose address is 1040 State Highway 135, Gunnison, CO 81230-9239, hereinafter “RMCM”.

RECITALS

WHEREAS, GSS owns the following parcels of real property described in EXHIBIT A, attached hereto and incorporated herein (“GSS Property”), which Property is contiguous to the CITY; and

WHEREAS, RMCM owns the real property described in EXHIBIT B, attached hereto and incorporated herein (“RMCM Property”), which property is contiguous to the GSS Property; and

WHEREAS, CITY owns the real property described in EXHIBIT C, attached hereto and incorporated herein (“CITY Property”), which is property is contiguous to the RMCM Property; and

WHEREAS, CITY is under contract to purchase from RMCM the following property described in EXHIBIT D, attached hereto and incorporated herein, upon the successful annexation of the GSS Property, RMCM Property and CITY Property, and the corresponding subdivision of the RMCM Property; and

WHEREAS, GSS, RMCM, and CITY are signatories on a Petition for Annexation described in EXHIBIT E, filed with the City dated August 11, 2021; and,

WHEREAS, the statutory power for a city to annex real property is legislative in character and this agreement is established as part of this legislative process; and,

WHEREAS, Colorado State Statutes (CRS) Title 31, Article 12, defines the requirements for annexations by municipalities; and.

WHEREAS, GSS, RMCM, and CITY are entering into this agreement to ensure the terms and conditions upon which the properties described above will be annexed into the City, and to define the obligations and rights of each party to this Agreement.

WHEREAS, the execution of this agreement is consistent with statutory provisions for annexation.

NOW, THEREFORE, IT IS AGREED by and between the CITY, GSS, and RMCM as follows:

Section 1: CITY Utility Easements

GSS and RMCM shall convey an easement 35 foot wide to accommodate CITY electrical infrastructure to be constructed at CITY expense crossing the properties at the defined locations.

Section 2: CITY Utility Delivery

The CITY will construct a water mainline extension in the U.S. Highway 135 right of way to connect the GSS and RMCM properties to the CITY’s water system. The water line is to be constructed at

CITY expense within two years from the date the annexation is approved by City Council. City Staff will propose funding for the water line in the 2022 budget which is subject to City Council review and approval.

Section 3: GSS and RMCM Water Connection

GSS and RMCM will each connect to the CITY water service and disconnect from existing wells within one year from the date the City's water line is placed into service to provide potable water to the GSS and RMCM properties.

Section 4: Land Use

Land use for the annexed properties will be designated Commercial (C) and Industrial (I) as shown on the Annexation Map (Exhibit F).

GSS Lot 1 will be designated Commercial (C) with additional restrictions.

GSS Lot 2 will be designated Industrial (I) with additional restrictions.

RMCM parcel will be designated Commercial (C) with additional restrictions.

Existing and future CITY parcels will be designated Industrial (I) and will serve as a CITY electrical substation.

Allowable land uses will follow Section 2.4 Principal Use Table of the CITY Land Development Code with additional restrictions as follows:

The CITY, GSS, and RMCM agree that the following uses will NOT be permitted in the Industrial (I) zone district within this annexation area:

Detention Center, Auditoriums, Fairgrounds, Kennels, Chemicals or explosives manufacture, Salvage or wrecking yards, or junkyards, Truck Stop, Concrete or redi-mix plant, Air cargo terminal, Truck terminals, Transfer stations, Recycling centers, Sexually oriented businesses, Airports and related facilities, Processing of aggregate mineral or other subsurface resources, and Asphalt Batch Plant.

The CITY, GSS, and RMCM agree that the following uses will NOT be permitted in the Commercial (C) zone district within this annexation area:

Kennels and Truck Stop.

Section 5: Recording

Following Annexation Approval by City ordinance, this Agreement shall be recorded in the records of Gunnison County, Colorado and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

Section 6: Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement shall continue in full force and effect as if the offending term, condition or provision were never part of this Agreement.

Section 7: Disconnection. Any disconnection from the City shall terminate this agreement except to the extent that the projects described in Sections 1, 2, and 3 have been initiated but not completed. In such case, the terms of this Agreement shall remain in full force and effect until such time as the project is complete and the expense thereof has been paid.

Section 8: Notice

Any notice required or permitted under this Agreement will be deemed to be received when delivered personally in writing or seven (7) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

If to GSS:	Gunnison Secure Storage LLC P.O. Box 50119 Austin, TX 78763-0119
If to RMCM:	Rocky Mountain Christian Ministries 1040 State Highway 135 Gunnison, CO 81230-9239
If to the CITY:	City of Gunnison P.O. Box 239 Gunnison, CO 81230

Section 9: Applicable Law

The Agreement is executed in Gunnison County, Colorado and shall be interpreted, construed, and governed by the laws of the State of Colorado.

Section 10: Jurisdiction and Venue

Jurisdiction and venue of any action as to this Agreement and the interpretation, enforcement, or the determination of the rights and duties of the parties hereto shall be the District Court of Gunnison County, Colorado. Each party submits to the jurisdiction of the District Court of Gunnison County, Colorado and waives any and all rights under the laws of any other State or County to object to the jurisdiction of the District Court of Gunnison County, Colorado as to any action pertaining to this Agreement.

Section 11: Attorneys' Fees

If any legal action is commenced or maintained in Court, whether in law or in equity, by any party to this Agreement as to the interpretation, enforcement, construction, or the determination of the rights and duties of the parties to the Agreement or any document provided herein, the prevailing party in any such action shall be entitled to reasonable attorneys' fees, together with all reasonable costs and expenses incurred in such action.

Section 12: Cooperation in Defending Legal Challenges

If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement or the Annexation, GSS, RMCM and the CITY agree to cooperate in defending such action or proceeding and to bear their own expenses in connection therewith. Unless the CITY and GSS or RMCM otherwise agree, each party shall select and pay its own legal counsel to represent it in connection with any such action or proceeding.

Section 13: Assignment and Assumption

GSS and RMCM shall have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement to third parties acquiring an interest or estate in the Property, including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or of any improvement now or hereafter located within the Property, provided that to the extent GSS or RMCM

assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of GSS's or RMCM's obligations under this Agreement by its assignees or transferee shall thereby relieve GSS or RMCM of any further obligations under this Agreement with respect to the matter so assumed.

Section 14: Binding Agreement

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.

Section 15: Time is of the Essence

Time is of the essence in the performance of the parties obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF GUNNISON

By: _____
Diego Plata, Mayor

Attest:

By: _____
Erica Boucher, City Clerk

Approved as to form:

By: _____
Kathleen L. Fogo, City Attorney

ANNEXATION AGREEMENT EXHIBIT A

Parcel Number 3701-250-09-001 and Parcel Number 3701-250-09-002

Gunnison Secure Storage Subdivision Lots 1 & 2

- **Lot 1: 1012 State Highway 135 Gunnison, CO 81230**
- **Lot 2: 1022 State Highway 135 A&B Gunnison, CO 81230**

Situated in the SE ¼ SW ¼ Section 25, T.50 N., R.1 W. of the N.M.P.M. Gunnison County, Colorado

A TRACT OF LAND LOCATED IN THE SE1/4 SW1/4 OF SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 25 AND THE EAST RIGHT OF WAY LINE OF HIGHWAY 135, WHENCE THE EAST QUARTER CORNER OF SECTION 25 BEARS NORTH 56° 23' EAST, A DISTANCE OF 4,734.8 FEET, MORE OR LESS; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 25 SOUTH 89°46' EAST 1198.8 FEET TO A POINT FROM WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°46' EAST 127.2 FEET, THENCE NORTH 0°04' WEST 139.8 FEET; THENCE NORTH 56°40' WEST 42.2 FEET; THENCE NORTH 89°43' WEST 1163.3 FEET TO THE EAST RIGHT OF WAT LINE OF HIGHWAY 135; THENCE SOUTH ALONG SAID RIGHT OF WAY BOUNDARY SOUTH 0°04' EAST 163.9 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM A TRACT OF LAND TO THE STATE DEPARTMENT OF HIGHWAYS IN DEED RECORDED NOVEMBER 2, 1973 IN BOOK 461 AT PAGE 477,

COUNTY OF GUNNISON, STATE OF COLORADO

ANNEXATION AGREEMENT EXHIBIT B

Parcel Number 3701-250-00-116

Rocky Mountain Christian Ministries, a Colorado non-profit corporation

1040 HWY 135 Gunnison, CO 81230

The Northerly part of the fifteen (15) acre tract in the SE1/4 SW1/4, Section 25, Township North, Range 2 West, N.M.P.M. retained and excepted by the grantors as described in Book 288 at Page 110 of the records of Gunnison County, Colorado, said part being marked with 5/8 inch steel reinforcing bars with one inch aluminum caps and described and bounded as follows: From a point in the south boundary of said Section 25, whence the point of intersection of said boundary with Colorado State Highway No. 135 bears North 89°46' West 1,198.8 feet, and the South quarter corner of said section bears South 89°46' East 127.2 feet, proceed North 0°04' West 139.8 feet, thence North 56°40' West 42.2 feet to the point of beginning; thence North 64°39' West 138.6 feet, thence North 48°19' West 156.5 feet, thence north 64°39' West 122.4 feet, thence North 28°39' West 86.2 feet, thence North 0°04' West 213.5 feet, thence North 89°43' West 778.9 feet to the easterly boundary of Highway No. 135, thence along said boundary South 0°04' East 519.2 feet, thence South 89°43' East 1,163 feet along a fence to the point of beginning.

EXCEPTING THEREFROM the following tracts of land:

- a) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 342.
- b) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 343.
- c) A tract of land to State Department of Highways in Deed recorded November 2, 1973 in Book 461 at Page 477.
- d) A tract of land in Warranty Deed to The City of Gunnison, Colorado recorded July 27, 1973 in Book 456 at Page 498 and recorded September 4, 1991 in Book 694 at Page 566.

County of Gunnison, State of Colorado

ANNEXATION AGREEMENT EXHIBIT C

Parcel Number 3701-250-00-076

City of Gunnison

Township 50 North, Range 1 West, N.M.P.M.

Section 25: A tract of land within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 25, being more particularly described as follows:

Commencing at the South quarter corner of said Section 25, thence North 51°26'08" West 618.55 feet to a point on the easterly boundary of the Electrical Dynamics, Inc. property described in book 396 at page 290 of the Gunnison County Clerk and Recorder's Office, said point being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. North 64°39'00" West 24.63 feet along said easterly boundary;
2. North 28°39'00" West 86.20 feet along said easterly boundary;
3. North 0°04'00" West 44.53 feet along said easterly boundary to the southeast corner of the Fletcher property described in Book 369 at page 343 of the Gunnison County Clerk and Recorder's Office;
4. North 89°43'00" West 240.00 feet along the southerly boundary of said Fletcher property;
5. South 131.91 feet;
6. East 303.64 feet to the POINT OF BEGINNING of the herein described tract,

County of Gunnison, State of Colorado



Exhibit A

March 16, 2021

Parcel Number: 370125000116
Owner Name: Rocky Mountain Christian Ministries
Owner Address: 1040 State Highway 135, Gunnison, CO. 81230-9239
Situs Address: 1040 State Highway 135, Gunnison, CO. 81230-9239

RE: Description of a parcel of land to be acquired from Rocky Mountain Christian Ministries

A parcel of land located within Section 25, Township 50 North, Range 1 West of the N.M.P.M., County of Gunnison, State of Colorado, more particularly described as follows:

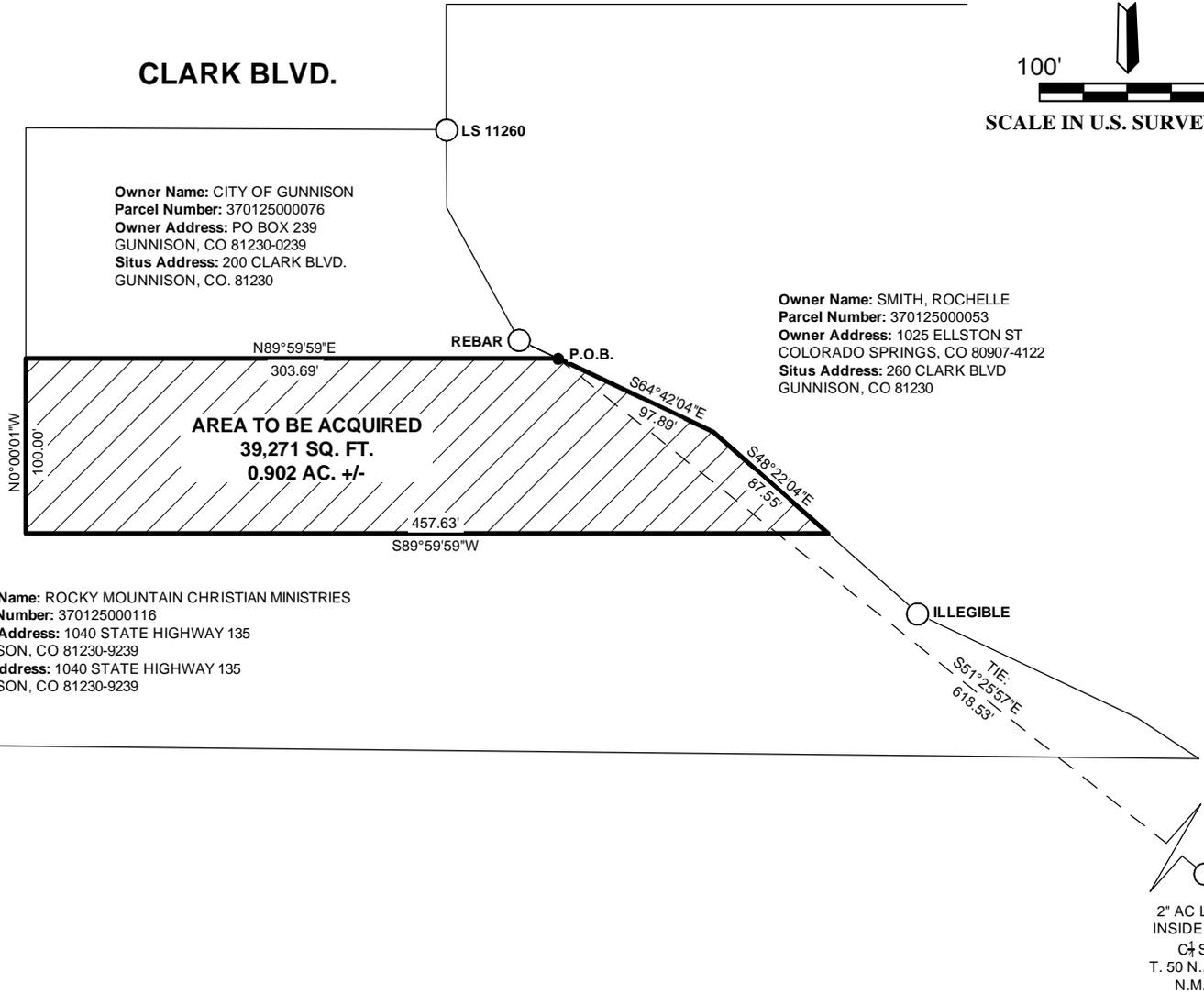
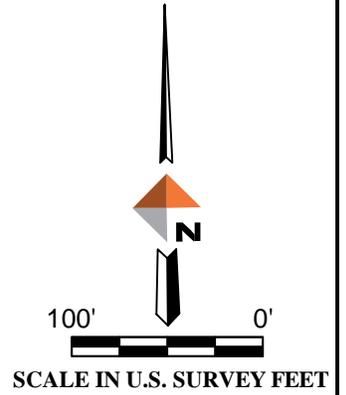
Beginning at the south east corner of a parcel of land as recorded at reception number 428827 in the Gunnison County Clerk & Recorder's Office records from whence the C1/4 of section 25, township 50 north, range 1 west, of the NMPM bears S 51°25'57" E a distance of 618.53';
thence along the east line of a parcel of land as described in a deed recorded at reception number 594042 in the Gunnison County Clerk & Recorder's Office records the following two courses and distances:
S 64°42'04" E a distance of 97.89';
S 48°22'04" E a distance of 87.55';
thence S 89°59'59" W a distance of 457.63';
thence N 00°00'01" W a distance of 100.00' to the south west corner of said parcel of land recorded at reception number 428827;
thence along the south line of said parcel of land recorded at reception number 428827 N 89°59'59" E a distance of 303.69' to the point of beginning.

Described parcel containing 0.902 acres, 39,271 S.F., more or less.



Description Written By:
Joseph S. Rease, P.L.S. 36067

CLARK BLVD.



Owner Name: CITY OF GUNNISON
Parcel Number: 370125000076
Owner Address: PO BOX 239
 GUNNISON, CO 81230-0239
Situs Address: 200 CLARK BLVD.
 GUNNISON, CO. 81230

Owner Name: SMITH, ROCHELLE
Parcel Number: 370125000053
Owner Address: 1025 ELLSTON ST
 COLORADO SPRINGS, CO 80907-4122
Situs Address: 260 CLARK BLVD
 GUNNISON, CO 81230

Owner Name: ROCKY MOUNTAIN CHRISTIAN MINISTRIES
Parcel Number: 370125000116
Owner Address: 1040 STATE HIGHWAY 135
 GUNNISON, CO 81230-9239
Situs Address: 1040 STATE HIGHWAY 135
 GUNNISON, CO 81230-9239

2" AC LS 2376
 INSIDE 4" PIPE
 C $\frac{1}{2}$ S. 25
 T. 50 N., R. 1 W.,
 N.M.P.M.

LEGEND

- LAND TO BE ACQUIRED BY CITY
- PROPERTY LINE
- POINT OF BEGINNING
- FOUND SURVEY MONUMENT



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED DESCRIPTION.

DRAWING NUMBER EXHIBIT B	DESIGNER: JSR DRAFTER: JDH DATE: 03/16/2021 JOB NUMBER: 7127.75180.01 - PHASE 2	AREA: JSR CLOSURE: JSR CHECKED: JSR	ROCKY MOUNTAIN CHRISTIAN MINISTRIES PARCEL No. 370125000116 EXHIBIT "B"	 DOWL WWW.DOWL.COM 222 South Park Avenue Montrose, Colorado 81401 970-249-6828
--	--	---	---	--

ANNEXATION AGREEMENT EXHIBIT E

Erica Boucher
City Clerk
City of Gunnison
201 W. Virginia Ave.
Gunnison, CO 81230

Re: Petition for Annexation pursuant to CRS 31- 12- 101, et. Seq.

Dear Ms. Boucher,

This Petition for annexation includes support and signatures of 100% of the land owners of the parcels proposed to be annexed, and owning 100% of each parcel.

The Land Owners supporting this petition are:

- Gunnison Secure Storage, LLC
- Rocky Mountain Christian Ministries
- City of Gunnison

It is desirable and necessary that the proposed parcels be annexed to the City of Gunnison.

The requirements of Article II, Section 30 of the Colorado Constitution, and C.R.S. Sections 31-12-104 and 31-12-105 exist or will be met in connection with the annexation

Not less than one-sixth of the perimeter of each parcel proposed to be annexed is or will be contiguous to the City of Gunnison. In order to establish the necessary contiguity, annexation of the parcels will be accomplished in a series, which will be completed simultaneously and considered together for purposes of the public hearing required by sections 31-12-108 and 31-12-109, as well as the impact report required by section 31-12-108.5.

The Petitioners request that the City of Gunnison approve the annexation of the proposed parcels.

The legal descriptions of the parcels to be annexed, as well as ownership of each parcel is as follows:

OWNER: Gunnison Secure Storage LLC.

Parcel Number 3701-250-09-001 and Parcel Number 3701-250-09-002

Gunnison Secure Storage Subdivision Lots 1 & 2

- Lot 1: 1012 State Highway 135 Gunnison, CO 81230
- Lot 2: 1022 State Highway 135 A&B Gunnison, CO 81230

Situated in the SE ¼ SW ¼ Section 25, T.50 N., R.1 W. of the N.M.P.M. Gunnison County, Colorado

Legal Description:

A TRACT OF LAND LOCATED IN THE SE1/4 SW1/4 OF SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 25 AND THE EAST RIGHT OF WAY LINE OF HIGHWAY 135, WHENCE THE EAST QUARTER CORNER OF SECTION 25 BEARS NORTH 56° 23' EAST, A DISTANCE OF 4,734.8 FEET, MORE OR LESS; THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 25 SOUTH 89°46' EAST 1198.8 FEET TO A POINT FROM WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°46' EAST 127.2 FEET, THENCE NORTH 0°04' WEST 139.8 FEET; THENCE NORTH 56°40' WEST 42.2 FEET; THENCE NORTH 89°43' WEST 1163.3 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 135; THENCE SOUTH ALONG SAID RIGHT OF WAY BOUNDARY SOUTH 0°04' EAST 163.9 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A TRACT OF LAND TO THE STATE DEPARTMENT OF HIGHWAYS IN DEED RECORDED NOVEMBER 2, 1973 IN BOOK 461 AT PAGE 477, COUNTY OF GUNNISON, STATE OF COLORADO

OWNER: Rocky Mountain Christian Ministries

Parcel Number 3701-250-00-116

Rocky Mountain Christian Ministries, a Colorado non-profit corporation

1040 HWY 135 Gunnison, CO 81230

Legal Description:

The Northerly part of the fifteen (15) acre tract in the SE1/4 SW1/4, Section 25, Township North, Range 2 West, N.M.P.M. retained and excepted by the grantors as described in Book 288 at Page 110 of the records of Gunnison County, Colorado, said part being marked with 5/8 inch steel reinforcing bars with one inch aluminum caps and described and bounded as follows: From a point in the south boundary of said Section 25, whence the point of intersection of said boundary with Colorado State Highway No. 135 bears North 89°46' West 1,198.8 feet, and the South quarter corner of said section bears South 89°46' East 127.2 feet, proceed North 0°04' West 139.8 feet, thence North 56°40' West 42.2 feet to the point of beginning; thence North 64°39' West 138.6 feet, thence North 48°19' West 156.5 feet, thence north 64°39' West 122.4 feet, thence North 28°39' West 86.2 feet, thence North 0°04' West 213.5 feet, thence North 89°43' West 778.9 feet to the easterly boundary of Highway No. 135, thence along said boundary South 0°04' East 519.2 feet, thence South 89°43' East 1,163 feet along a fence to the point of beginning.

EXCEPTING THEREFROM the following tracts of land:

- a) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 342.
- b) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 343.
- c) A tract of land to State Department of Highways in Deed recorded November 2, 1973 in Book 461 at Page 477.
- d) A tract of land in Warranty Deed to The City of Gunnison, Colorado recorded July 27, 1973 in Book 456 at Page 498 and recorded September 4, 1991 in Book 694 at Page 566. County of Gunnison, State of Colorado

OWNER: City of Gunnison

Parcel Number 3701-250-00-076

Legal Description:

Township 50 North, Range 1 West, N.M.P.M.

Section 25: A tract of land within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 25, being more particularly described as follows:

Commencing at the South quarter corner of said Section 25, thence North 51°26'08" West 618.55 feet to a point on the easterly boundary of the Electrical Dynamics, Inc. property described in book 396 at page 290 of the Gunnison County Clerk and Recorder's Office, said point being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. North 64°39'00" West 24.63 feet along said easterly boundary;
2. North 28°39'00" West 86.20 feet along said easterly boundary;
3. North 0°04'00" West 44.53 feet along said easterly boundary to the southeast corner of the Fletcher property described in Book 369 at page 343 of the Gunnison County Clerk and Recorder's Office;
4. North 89°43'00" West 240.00 feet along the southerly boundary of said Fletcher property;
5. South 131.91 feet;
6. East 303.64 feet to the POINT OF BEGINNING of the herein described tract,
County of Gunnison, State of Colorado

Signatures:

Name, Title

Date ___/___/2021

Gunnison Secure Storage LLC
PO BOX 50119
AUSTIN, TX 78763-0119

Mr. D Clement / Pastor

Name, Title,

Date 7/30/2021

Rocky Mountain Christian Ministries
1040 STATE HIGHWAY 135
GUNNISON, CO 81230-9239

Jim Gebriken Mayor

Name, Title

Date 8/11/2021

City of Gunnison
PO BOX 239
GUNNISON, CO 81230-0239

Affidavits for Certification of Signatures below.

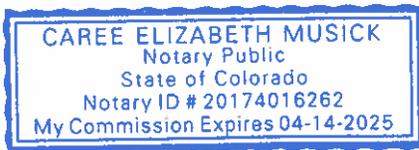
**AFFIDAVIT
FOR CERTIFICATION OF SIGNATURE**

I, John P Clement hereby certify that on
July 30th, 2021, I signed this petition for annexation to the
City of Gunnison.

Signed John P Clement

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado,

this 30th day of July, 2021.



Notary Public Caree Elizabeth Musick

(Seal)

**AFFIDAVIT
FOR CERTIFICATION OF SIGNATURE**

I, Jim Gelwicks hereby certify that on
August 11, 2021, I signed this petition for annexation to the
City of Gunnison.

Signed Jim Gelwicks

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado,

this 11th day of August, 2021

ANDREA RUGGERA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19994004967
MY COMMISSION EXPIRES JUL 20, 2023

Notary Public [Signature]

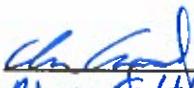
(Seal)

Section 25: A tract of land within the SE ¼ SW ¼ of said Section 25, being more particularly described as follows:

Commencing at the South quarter corner of said Section 25, thence North 51°26'08" West 618.55 feet to a point on the easterly boundary of the Electrical Dynamics, Inc. property described in book 396 at page 290 of the Gunnison County Clerk and Recorder's Office, said point being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. North 64°39'00" West 24.63 feet along said easterly boundary;
2. North 28°39'00" West 86.20 feet along said easterly boundary;
3. North 0°04'00" West 44.53 feet along said easterly boundary to the southeast corner of the Fletcher property described in Book 369 at page 343 of the Gunnison County Clerk and Recorder's Office;
4. North 89°43'00" West 240.00 feet along the southerly boundary of said Fletcher property;
5. South 131.91 feet;
6. East 303.64 feet to the POINT OF BEGINNING of the herein described tract, County of Gunnison, State of Colorado

Signatures:



Ahron Gattler Manager
Name, Title

Date 7 / 30 /2021

Gunnison Secure Storage LLC

PO BOX 50119
AUSTIN, TX 78763-0119

_____ Date ____/____/2021

Name, Title,

Rocky Mountain Christian Ministries
1040 STATE HIGHWAY 135
GUNNISON, CO 81230-9239

_____ Date ____/____/2021

Name, Title

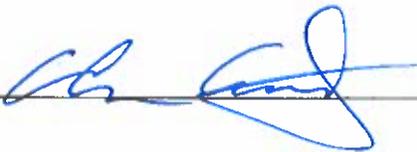
City of Gunnison
PO BOX 239
GUNNISON, CO 81230-0239



Affidavits for Certification of Signatures below.

AFFIDAVIT FOR CERTIFICATION OF SIGNATURE

I, Ahron Cattles hereby certify that on
July 30, 2021, I signed this petition for annexation to the
City of Gunnison.

Signed 

Subscribed and sworn to before me, a notary public in and for the County of Gunnison, State of Colorado,

this 30th day of July, 2021.

MELISSA M. McLEOD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20094038446
My Commission Expires November 24, 2021

Notary Public 

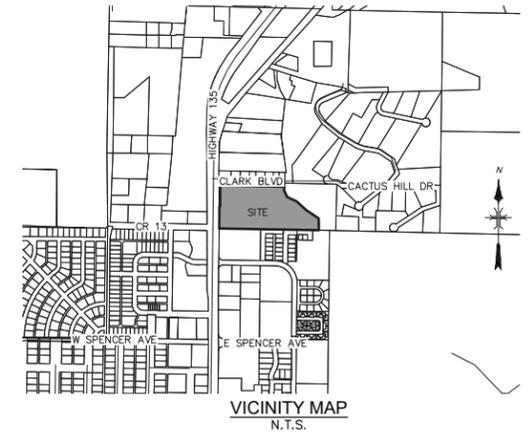
(Seal)

AFFIDAVIT FOR CERTIFICATION OF SIGNATURE

I, _____ hereby certify that on _____, 20____, I signed this petition for annexation to the City of Gunnison.

GUNNISON SUBSTATION ADDITION PLAT

SITUATED IN SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO



LEGEND

- CITY LIMITS
- PROPERTY BOUNDARY / LIMITS OF ANNEXATION

CITY LIMITS

TOTAL PERIMETER = 3223.91'
PERIMETER CONTIGUOUS TO CITY LIMITS = 1198.34'

NOTE:
THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.

PROPERTY DESCRIPTION

A parcel of land situated in Section 25, Township 50 North, Range 1 West, New Mexico Principal Meridian, County of Montrose, State of Colorado, being better described as beginning at the intersection of the East Right of Way of Highway 135 and the South line of said Section 25, said point being S88°53'28"E 1321.00 feet from the Southwest corner of said Section 25;
Thence the following four (4) courses along said Right of Way N00°46'52"E 163.85 feet;
N00°56'39"E 107.82 feet;
S89°48'11"E 8.48 feet;
S89°48'11"E 8.48 feet;
N00°11'49"E 242.60 feet to a point on the South Right of Way of Clark Boulevard;
Thence along said South Right of Way S88°50'17"E 773.59 feet;
Thence leaving said South Right of Way S00°54'03"W 44.20 feet;
Thence S27°40'57"E 85.57 feet;
Thence S63°47'06"E 122.54 feet;
Thence S47°27'06"E 156.68 feet;
Thence S55°31'51"E 138.51 feet;
Thence S55°46'36"E 42.15 feet;
Thence S00°51'32"W 139.58 feet to a point on the South line of the SW1/4 of said Section 25;
Thence along said South line N88°53'28"W 1198.34 feet to The Point of Beginning.
Containing 11.93 Acres more or less as described.

SURVEYOR'S CERTIFICATE

I, Frederick A. Ballard, a Registered Land Surveyor in the State of Colorado, do hereby certify RAINBOW TROUT ADDITION Annexation Map was prepared under my direct supervision.

PRELIMINARY

Frederick A. Ballard, P.L.S.
Registration No. 37690

MAYOR'S CERTIFICATE

This is to certify that the City of Gunnison, a municipal corporation in the County of Gunnison, State of Colorado has by its Ordinance No. _____ adopted on the _____ day of _____, 20____, annexed the property hereon to the City of Gunnison.

Mayor

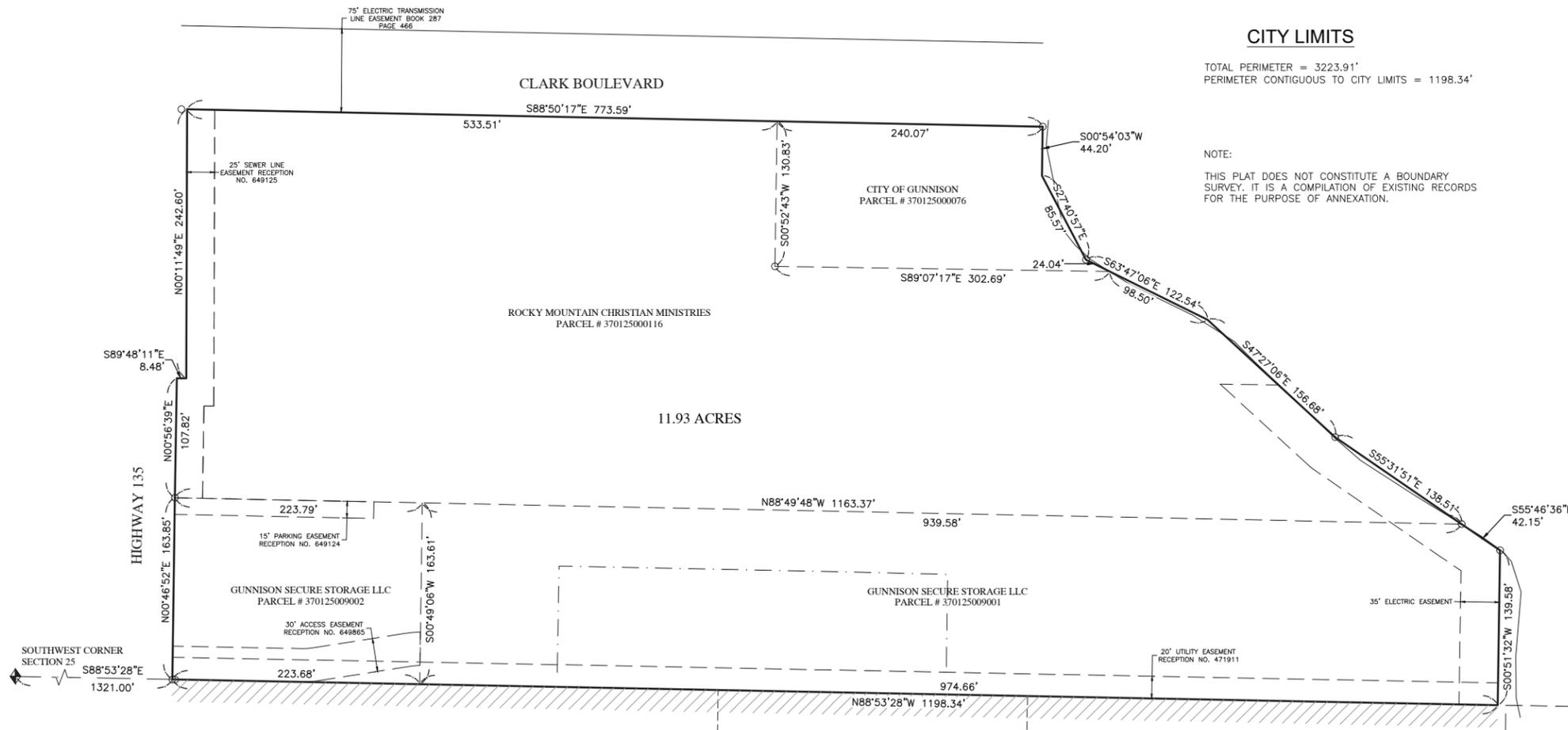
Attest: _____
City Clerk

CLERK AND RECORDER'S CERTIFICATE

This map was filed for record in the office of the Clerk and Recorder of Gunnison County, Colorado, at the time of _____ on the _____ day of _____, 20____ under Reception No. _____

Clerk and Recorder
Gunnison County, Colorado

Deputy



1" = 60'



NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING		122 Colorado Ave. • Montrose, CO 81401 • (970) 249-2221 • (970) 249-2222 FAX • www.del-mont.com • service@del-mont.com	
FIELD BOOK:	891	DRAWN BY:	DCC	DATE:	2021-11-23
SHEET:	1 of 1	FILE:	21134V_ANNEX	JOB NO.:	21134
TITLE: GUNNISON SUBSTATION ADDITION				CLIENT:	CITY OF GUNNISON
ADDRESS & PHONE:				P.O. BOX 239 GUNNISON, CO 81230 970-641-8152	
TYPE:				ANNEXATION	

**ANNEXATION AGREEMENT
EXHIBIT F**

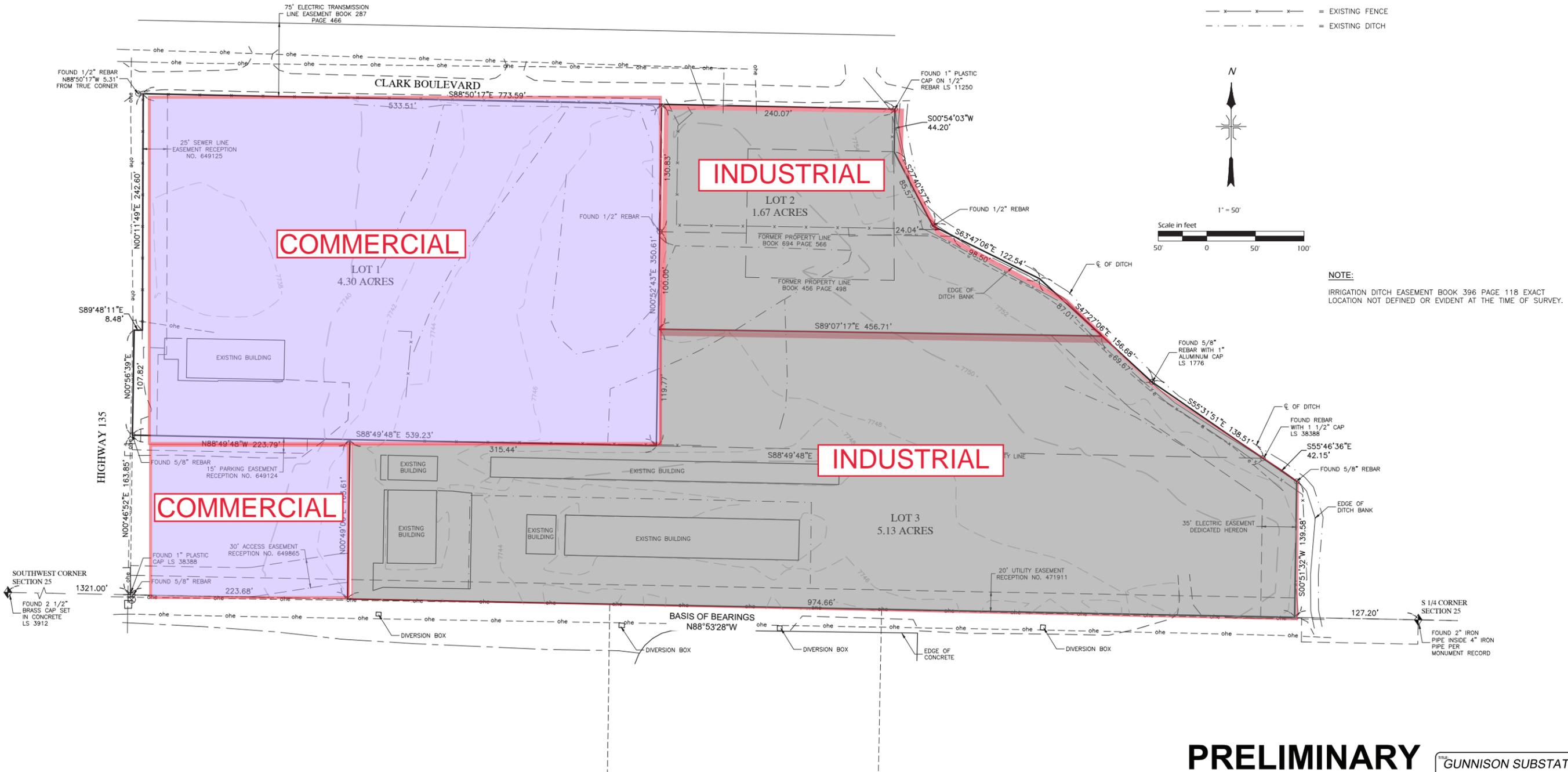
GUNNISON SUBSTATION SUBDIVISION

SITUATED IN SECTION 25, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN
CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO

NORTH GUNNISON ANNEXATION PROPOSED ZONING

LEGEND

- = FD. REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" ALUMINUM CAP
- ◆ = FD. B.L.M. OR G.L.O. BRASS OR ALUM. CAP MON.
- ohe --- = EXISTING OVERHEAD ELECTRIC
- e --- = EXISTING UNDERGROUND ELECTRIC
- x --- x --- = EXISTING FENCE
- - - - - = EXISTING DITCH



NOTE:
IRRIGATION DITCH EASEMENT BOOK 396 PAGE 118 EXACT LOCATION NOT DEFINED OR EVIDENT AT THE TIME OF SURVEY.

PRELIMINARY

DMC		DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2221 • (970) 249-2242 FAX www.del-mont.com • service@del-mont.com		CLIENT: CITY OF GUNNISON
FIELD BOOK: 891	DRAWN BY: DCC	DATE: 2021-11-23	ADDRESS & PHONE: P.O. BOX 239 GUNNISON, CO 81230 970-641-8152	
SHEET: 2 of 2	FILE: 21134V-BDRY	JOB NO.: 21134	TYPE: SUBDIVISION	

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appointment to Rural Welcoming Initiative Committee

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Rural Welcoming Initiative Welcoming America is continuing its commitment in rural communities. Through a competitive initiative, they will engage ten new rural communities in strengthening welcoming. Commissioner Smith is wishing to have County representation for this. Some info for

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 1/18/2022

Melanie Bollig

Subject: FW: 2022 Rural Welcoming Initiative Application



Thanks for filling out [2022 Rural Welcoming Initiative Application](#)

Here's what was received.

2022 Rural Welcoming Initiative Application

Application: The Rural Welcoming Initiative Welcoming America is continuing its commitment in rural communities. Through a competitive initiative, we will engage ten new rural communities in strengthening welcoming. Through technical assistance and coaching; complimentary Welcoming America membership; and access to ongoing learning opportunities, participating communities will build inclusion and become part of the welcoming movement. Immigrant community-based organizations and nonprofits of color are encouraged to apply. Rural Welcoming Initiative Benefits and Commitments For more information on membership eligibility and options please visit our website, <https://welcomingamerica.org/welcoming-network/>. Eligibility In order to be eligible for the Rural Welcoming Initiative, organizations must be: A nonprofit or government entity working at the local, community-based level. Population less than 50,000 in a city that is not considered a suburb of a metropolitan area. Commitment to engaging immigrant and/or refugee populations in your work. Intentionally using welcoming approaches to build community connections or understanding, including bridging divides between immigrants, refugees, and longer-term residents. To be considered for the Rural Welcoming Initiative please complete and submit the form below by Friday, December 3rd at 11:59 pm EST. If you have any questions, please contact us at membership@welcomingamerica.org.

Email *

lauren@cfgv.org

Organization Name *

Community Foundation of the Gunnison Valley

Primary Contact Full Name *

Lauren Kugler

Primary Contact Title *

Executive Director

Primary Contact Email Address *

lauren@cfgv.org

Full Address (Street address, city, state, zip code) *

525 N. Main Street, Gunnison, CO 81230

Is your billing information different than above? *

Yes

No

If yes, please let us know your billing information. If no, please type "n/a." *

n/a

What interests your organization about the Rural Welcoming Initiative? *

So many things! Having a framework and structure as a starting point is so helpful. Our community has already undertaken a number of one-off "welcoming" efforts, and putting more structure around those efforts will help us advance our inclusion efforts as a region. Our County and three primary municipalities have all expressed interest in taking part, and the more we can do as a collective region of the Gunnison Valley, the better.

Describe your current welcoming/ inclusion efforts, including the goals or outcomes you hope to achieve through The Rural Welcoming Initiative (Web links welcome). *

We did a Welcome Campaign in 2019. We rounded up all of the known languages spoken in the homes of Gunnison County folks, and a local graphic designer created a yard-sign with the word 'Welcome' in all languages. More info here: <https://cfgv.org/special-projects/welcome/> One of our staff members is also part of the local Resiliency Project. This is a group that includes City staff and was formed to strengthen community connections when COVID hit. Through a number of grassroots efforts, this team is working to build community resiliency. One great story is the concerted effort to include senior citizens and immigrants in the 4th of July celebration. With thoughtful planning and concerted outreach, the Resiliency Project team created a shaded, cool space for our seniors to take part in the day's festivities and recruited a number of food vendors from the Spanish-speaking community. We're strong believers in a three-tiered approach to local work on inclusion. We need to: 1. Put it in the water: little acts that reinforce our belief as a welcoming place. The visual yard sign is a good example. 2. Programs/projects: Through recent equity grants, we funded a collaborative effort to allow front-line staff to take basic Spanish classes (during work hours or while being paid their wage) in an effort to communicate more effectively with our Spanish-speaking population. Law enforcement, the school district, several County departments and others plan to participate. 3. Policy change: We have had a preliminary conversation with local government and some nonprofit representatives about using the Welcome Standard as a framework to ramp up our concerted inclusion efforts. One of our current goals is to engage the Town of CB, Town of Mt. CB, City of Gunnison and Gunnison County in using the Welcome Standard as a framework to establish regional goals. We're already seeing local government begin to establish welcoming/immigrant inclusion/equity staff positions, and we would like to further support this effort.

How are immigrant and/or refugee populations engaged in your current work? *

As a community foundation, we don't work in one specific arena. We are a resource for all local nonprofits and the community as a whole. We work closely with Hispanic Affairs Project, our local nonprofit working directly with our immigrant population. Staff from HAP has been in early conversations about how we can use the Welcome Standard and the Welcoming Initiative tools to move forward.

Give a brief overview of your organization's main welcoming effort priorities in 2022. *

To be honest, we haven't outlined specifics. We recognized that there is significant political will in our community to further our "welcoming" efforts, and we want to harness that momentum. We would like to help all of the regional players get on the same page and be operating from the same playbook to the extent possible, and we see community resiliency and connection among people as critical to our community's success.

Does your organization convene other organizations to advance welcoming? *

We have only convened one meeting with folks from the City, County, and Hispanic Affairs Project. We're certainly open to future convening!

Is your community population less than 50,000? *

Yes

No

(Please be honest - communities across the welcoming spectrum will be considered for the scholarship) Which of the following BEST describes your community's overall attitudes/orientation toward immigrants and refugees? On average, newcomers in my community are currently: *

Welcomed and integrated at a high level

Welcomed and integrated

Welcomed but not yet integrated

Not welcomed and the community views newcomers with apathy/tolerance

Not welcomed and the community views newcomers

Are there any additional details you would like to be considered in your request? *

We have a local mobile home park with an unknown future. The land is under contract, and it's unknown what the prospective buyers plans are. CFGV has been assisting the residents in familiarizing themselves with nonprofits. They have formed a CO nonprofit corporation and elected a Board to represent them. Witnessing this effort of empowering new voices in our community has been inspiring. The following link takes you to an article written by CFGV for our local paper about this effort, the Gunnison Country Times: <https://cfgv.org/o-n-e-community/>

How did you hear about this opportunity? *

Karen Sherman Perez with Hispanic Affairs Project

[Create your own Google Form](#)
[Report Abuse](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Intergovernmental Agreement #22-

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Department of Health Care Policy and Financing

Term Begins:

Term Ends:

Grant Contract #:

Summary:

HCPF county incentive

Fiscal Impact: 6072.29

Submitted by: ELIZABETH HOLENA

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

Finance Review:

Required

Not Required

Comments:

These are incentives that the state pays the county if the county reaches certain benchmarks related to eligibility review of clients, etc. No cost to the county.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/13/2022

County Attorney Review:

Required

Not Required

Comments:

Assuming we can live with the insurance requirements requested by the State -- which are much more than what the County requires of its vendors -- as well as given our probable lack of negotiation leverage with the State, legally sufficient. Also, agreement should be signed by Hinsdale or Chair of the Gunnison/Hinsdale Board of Human Services MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 1/18/2022

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 22-171376		
Contractor Hinsdale County	Contract Performance Beginning Date The Effective Date		
Contract Maximum Amount Initial Term State Fiscal Year 2022 Total for All State Fiscal Years	Initial Contract Expiration Date June 30, 2022		
	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i> and insert other specific statutory authority or delete this entirely if no other specific authority exists		
	\$6,072.29		
	\$6,072.29		
Contract Purpose The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Rates 3. Exhibit C – Sample Option Letter 4. Exhibit D: Review Sample Size Exemption Process Flow In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum. 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract. 4. The provisions of the other sections of the main body of this Contract. 5. Exhibit A, Statement of Work. 6. Exhibit B, Rates. 7. Exhibit C, Sample Option Letter. 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us </td> <td style="width: 50%; vertical-align: top;"> For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org </td> </tr> </table>		For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us	For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org
For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us	For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org		

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p>County Jonathan Houck, Commissioner Hinsdale County</p> <p>By: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>By: _____</p> <p>Date: _____</p>
	<p>LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ N/A _____</p> <p>Date: _____</p>
<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Effective Date: _____</p>	

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1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”) and Contractor named on the Cover Page for this Contract (the “Contractor”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be

governed by §12.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor that are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.
- D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. "**Contractor Pre-Existing Material**" means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. “**Colorado Open Records Act (CORA)**” means C.R.S. §24-72-200.1, *et. seq.*
- H. “**Criminal Justice Information (CJI)**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. §24-72-302.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Cover Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Cover Page for this Contract.
- J. “**End of Term Extension**” means the time period defined in §2.D
- K. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. “**Extension Term**” means the time period defined in §2.C
- M. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. “**Initial Term**” means the time period defined in §2.B
- P. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- Q. “**Payment Card Information (PCI)**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- R. “**Personal Health Information (PHI)**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- S. **“Personally Identifiable Information (PII)”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- W. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work

Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page of this Contract.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of

Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor’s or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”) and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity

within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJII, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The

State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work

pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505

(the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Sheet of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered a work made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this

license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other

authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. **Additional Provisions**

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. C.R.S. §24-30-202(1)**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. C.R.S. §24-30-202(5.5)**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable

to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT C, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	PAYMENT AMOUNT
Accuracy Performance Incentive Payment	35%	\$2,125.30
Performance Compliance Performance Incentive Payment	25%	\$1,518.07
Continuous Coverage Performance Incentive Payment	20%	\$1,214.46
Cyber Security Performance Incentive Payment	20%	\$1,214.46
Total		\$6,072.29

EXHIBIT F, SAMPLE OPTION LETTER**OPTION LETTER**

State Agency Department of Health Care Policy and Financing	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date The later of the Effective Date or Month Day, Year Current Contract Expiration Date Month Day, Year

1. Options

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

2. Required Provisions

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date

- a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
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EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
 - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
 - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
 - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
 - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
 - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
 - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
 - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
 - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.281. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.282. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance
 - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
 - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
 - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
 - 3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
 - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
 - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
 - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
 - 4.2.1.1. Accuracy Targets
 - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
 - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
 - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
 - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

- 4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
 - i. Inaccurate Eligibility Rate and/or,
 - ii. Errors that do not impact Eligibility.

- 4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:
 - 4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.
 - 4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.
- 4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.
- 4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.
- 4.2.1.5.4 Review Sample Size Exemption Process
 - 4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.
 - 4.2.1.5.4.2 Definition of Similar Error(s)
 - 4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.
 - 4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
 - 4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
 - 4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
 - 4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

- 4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
- 4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
- 4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.
- 4.2.1.5.5 Notification of Review Sample Size Exemption
- 4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.
- 4215521 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.
- 4215522 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.
- 4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.
- 4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.
- 4.3 Performance Compliance Performance Incentive Standard
- 4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
- 4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

- 4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.
- 4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.2 Department Monitoring of MAP Dashboards
 - 4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.
- 4.3.3 Contractor Monitoring of MAP Dashboards
 - 4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
 - 4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.
 - 4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).
 - 4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
 - 4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
 - 4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
 - 4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
 - 4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
 - 4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.
 - 4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.
 - 4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

- 4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.
- 4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.
- 4.4 Cyber Security Performance Incentive Standard
 - 4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the [County Administration](#) website.
 - 4.4.2 Fiscal Year Deliverable
 - 4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.
 - 4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.
 - 4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.5 Continuous Coverage Performance Incentive Standard
 - 4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.
 - 4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency
 - 4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.
 - 4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

- 45.1.21 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.22 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.
- 4.5.1.3 Members who require a review of eligibility
 - 45.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.
 - 4.5.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.
- 4.5.1.4 Determining Compliance with the Continuous Coverage benchmarks
 - 45.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
 - 45.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
 - 45.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.
 - 45.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.
- 4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

- 5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
 - 5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

- 5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
- 5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.2 DUE DATE: Annually, on July 5th of the following Fiscal Year

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

- 6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.
- 6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.
 - 6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
 - 6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.
 - 6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
 - 6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
 - 6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

- 6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.
 - 6.2.1.1 Performance Compliance Performance Incentive Standard
 - 6.2.1.2 Cyber Security Performance Incentive Standard
 - 6.2.1.3 Continuous Coverage Performance Incentive Standard
- 6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

- 7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

- 7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
- 7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
 - 7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
 - 7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

- 8.1 Opportunity and Timeframe for Dispute Resolution
 - 8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.2 The final Status Report cannot be disputed per section 7.2.
 - 8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2 Allowable Disputes
 - 8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
 - 8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
 - 8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3 Nonallowable Disputes
 - 8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
 - 8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
 - 8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

- 9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

- 9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2 Remaining Funds Incentive Pool Payment
 - 9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
 - 9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2 Payment Procedures
 - 9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 922 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 923 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 924 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 925 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.

Exhibit C, Sample Option Letter

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

<p>STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</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>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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Exhibit D: Review Sample Size Exemption Process Flow

