

- 1 - Agenda, June 21, 2022 BOCC Regular Meeting
- 2a - Alcohol Bev Lic 03-02906, Irwin Backcountry Guides LLC dba Movie Cabin
- 2b - Special Event Permit 3-2022, Taylor Canyon Fire Station, July 3
- 3a - HS, Agenda for June 21, 2022
- 3b - HS minutes, April 19, 2022 regular meeting
- 3c - HS consent 1 - MOU, Dept of ECC, Gunnison-Hinsdale HS for CCCAP duties
- 3d - HS consent 2 - MOU\_CDHS, Gunnison-Hinsdale Board of HS, for TANF Works Programs duties
- 3e - HS Program Updates\_Economic Security\_Child Support Svcs
- 4 - Schedule, Calendar June 21 to July 26, 2022
- 5 - April 19, 2022 Regular Meeting Minutes
- 6 - consent 1, FAA Airport Improvement Program Grant Agreement
- 6 - consent 2, Healthy Kids CO Survey and Smart Source Data Use Agreement
- 6 - consent 3, IGA for Nurse Home Visitor Program\_between Gunnison Co and Montrose Co
- 6 - consent 4, Application\_Schedule for Excess Loss Insurance, Gerber Life Ins Co
- 6 - consent 5, Resolution Delegating to the VP of GVH, Authority\_Real Property\_Negotiate, Contracts
- 6 - consent 6, Ratif of CM signature, Employment Agreeemt, Asst CM of Public Works, Martin Schmidt
- 6 - consent 7, Professional Services Agreement, 970 Design, for vaccine awareness
- 7 - Temporary Road Use Agreement, Closure of CR 49, setup\_launching fireworks July 4
- 8 - Treasurers Reports.com
- 9c - May 2022 Cash Transfer Report
- 9d - Sales Tax - LMD Reports
- 10 - Certification of Delinquent Taxes\_Authorization for Treasurer to collect
- 11 - Highpoint Townhome Plat Lots 15\_16, CB South, First Filing
- 12 - Buckley Dr Condo No 2 Supplemental Map\_Riverland An Industrial Park
- 13 - Boundary Line Adjustmt Plat\_Amended Covenant\_Whetstone Industrial Park
- 14 - Boundary Line Adj Plat, Brush Creek Parcels\_Whetstone and George Gers adj parcel LUC-22-00038

15 - BLM invite to be Cooperating Agency\_Sage-grouse RMP

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

**DATE:** Tuesday, June 21, 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 #03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; Effective Date 5/20/2022 – 5/20/2023
  - Special Event Liquor Permit #3-2022; Taylor Canyon Fire Station Inc; 7/03/2022 from 12:00 pm to 4:00 pm
  - Adjourn

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:**

- 8:32 am
- [\(See separate agenda\)](#)

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

- 9:05 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes Approval:
    1. April 19, 2022 Regular 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. Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement; for the Terminal Rehabilitation Construction Project; effective the date of last signatory, for 4 years; \$1 million
    2. Healthy Kids Colorado Survey (HKCS) & Smart Source Data Use Agreement; Gunnison Watershed RE1J School District; Gunnison County Juvenile Services; agreement for usage of data gleaned from HKCS's statewide youth survey reports
    3. Intergovernmental Agreement Re: Nurse Home Visitor Program; between Gunnison County and Montrose County; for NFP visits in Gunnison County; 7/01/22 – 6/30/2023; up to \$91,340
    4. Application and Schedule for Excess Loss Insurance; Gerber Life Insurance Company; 1/01/2022 – 12/31/2022; Specific Deductible (per person), \$60,000
    5. Resolution; Delegating to the Vice President of Gunnison Valley Health for Administrative Services the Authority to Negotiate and Execute Contracts and Agreements to Purchase County Real Property Located at 804 College Avenue, Unit 30 in Gunnison, Colorado for the Use of the Gunnison Valley Hospital
    6. Ratification of the County Manager's Signature; Employment Agreement; Assistant County Manager of Public Works, Martin Schmidt
    7. Professional Services Agreement; 970 Design; to execute a communications strategy to improve vaccination awareness among residents of the counties served by WCPHP; 6/01/2022 - 7/31/2022; \$95,000
  - Deputy County Manager's Reports and Project Updates
    1. Temporary Road Use Agreement; Closure of a Portion of County Road #49; for Setup and Launching of Fireworks on Monday, July 4, 2022; from 7:00 am to 8:00 am on Tuesday, July 5, 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, June 21, 2022

**Page 2 of 3**

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

- 9:20 am
- Treasurer's Report
  - Vouchers and Transfers:
    1. June 2022 Accounts Payable Report [to come on Friday]
    2. March 2022 Purchase Card Report
    3. May 2022 Cash Transfer Report
    4. Sales Tax - LMD Reports
- 9:25 am
- Certification of Delinquent Taxes and Authorization for County Treasurer Debbie Dunbar to Collect Those Taxes Pursuant to C.R.S. 30-20-420; Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer and Water District
- 9:30 am
- Highpoint Townhome Plat; Lots 15 & 16; Crested Butte South – First Filing; LUC-22-00014
- 9:35 am
- Buckley Drive Condominium No. 2 Supplemental Map; Lot 1; Riverland An Industrial Park, LUC-22-00023
- 9:40 am
- Boundary Line Adjustment Plat and Proposed Amended Covenant Lot Designation; Lots 5, 6, & 7; Whetstone Industrial Park, LUC-21-00042
- 9:45 am
- Boundary Line Adjustment Plat and Related Deeds; Brush Creek Parcels Situated within Section 12, Township 14 South, Range 86 West of the 6<sup>th</sup> Principal Meridian (Gunnison County Whetstone parcel and George Gers adjacent parcel); LUC-22-00038
- 9:50 am
- BLM invite to participate as a Cooperating Agency in preparation of the Gunnison Sage-Grouse Resource Management Plan Amendment/Draft Environmental Impact Statement
- BREAK**
- 10:05 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.
- 10:25 am
- Possible Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to *Lake Irwin Coalition, Inc. v. Smith*, 1:19-cv-01056 (D. Colo.)
  - Executive Session, pursuant to C.R.S. 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to the Mt. Emmons/Red Lady mine, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to the Mt. Emmons/Red Lady mine
  - 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.

(see **Zoom Meeting Details** on page 3)

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, June 21, 2022

**Page 3 of 3**

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

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**

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**Agenda Item:** Alcohol Beverage License #03-02906; Irwin Backcoun

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

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

**Summary:**  
Liquor License Renewal for Irwin Backcountry Guides LLC dba Movie Cabin

**Fiscal Impact:**

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

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**Finance Review:**  Required  Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**  Required  Not Required

Comments:  
Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/3/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/3/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-02906**

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

**IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
CRESTED BUTTE, COLORADO 81225**

Fee \$100.00

Effective Dates: 05.20.2022 - 05.20.2023

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

*Kathy Simillion 6-1-2022*  
\_\_\_\_\_  
Gunnison County Clerk                      Date              Board of County Commissioners      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**IRWIN BACKCOUNTRY GUIDES LLC  
dba MOVIE CABIN  
440 FOREST SERVICE ROAD 826.1 C BUILDING 1  
Crested Butte CO 81225**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-02906</b>	License Expires at Midnight <b>May 20, 2023</b>
License Type <b>TAVERN (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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. 6/2/2022 SB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Mark Ferrandino*

Mark Ferrandino, Executive Director/CEO

**Submit to Local Licensing Authority**

Fees Due	
Renewal Fee	500
Storage Permit \$100 X _____	\$ 1
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 600</b>

**received**  
 3-29-2022  
 18

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.

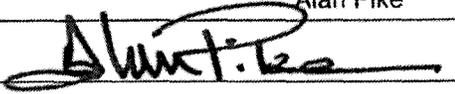
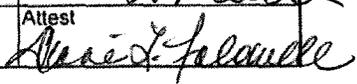
## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>Irwin Backcountry Guides LLC</b>		Doing Business As Name (DBA) <b>Movie Cabin</b>		
Liquor License # <b>03-02906</b>	License Type <b>Tavern (county)</b>	Sales Tax License # <b>301780000002</b>	Expiration Date <b>5/20/2022</b>	Due Date <b>4/5/2022</b>
Business Address <b>440 Forest Service Road 826.1 C Building 1 Crested Butte CO (county = Gunnison)</b>				Phone Number <b>970-349-7761</b>
Mailing Address <b>PO Box 1807, Crested Butte, CO 81225</b>			Email <b>accounting@elevenexperience.com</b>	
Operating Manager <b>Caft Wood</b>	Date of Birth <b>8/3/1989</b>	Home Address <b>265 Escalante St Unit D, Crested Butte CO 81224</b>		Phone Number <b>970-397-5418</b>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <b>12/31/2023</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Irwin Backcountry Guides LLC owns and operates the following liquor licenses  
 1. Scarp Ridge Lodge #4703038  
 2. Taylor River Lodge #4704714  
 3. The Movie Cabin #4702906  
 4. The Parking Barn #4702907

<b>Affirmation &amp; Consent</b>		
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	Alan Pike	Title Managing Member
Signature		Date 3-22-2022
<b>Report &amp; Approval of City or County Licensing Authority</b>		
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	of Larimer County	Date 3-29-2022
Signature	Kathy Semmler	Title County Clerk
		Attest 

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Special Event Liquor Permit #3-2022; Taylor Canyon

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Special Event License for Taylor Canyon Fire Station

**Fiscal Impact:**

**Submitted by:** Kathy Simillion

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/2/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/3/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

SPECIAL EVENT LIQUOR PERMIT 3-2022

to sell/serve malt, vinous, and spirituous liquor for on-premises  
consumption at 5855 County Road 742, Almont, Colorado.

TAYLOR CANYON FIRE STATION INC.  
5855 COUNTY ROAD 742  
ALMONT, COLORADO 81210

Fee \$100.00

Effective: Day, 07.03.2022 from 12:00 p.m. to 4:00 p.m.

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

  
\_\_\_\_\_

Gunnison County Clerk

Kathy Simillion

Date

\_\_\_\_\_

Board of County Commissioners Date

## Application for a Special Events Permit

Departmental Use Only

received

5-24-2022

18

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                              | <input type="checkbox"/> Philanthropic Institution           |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter    | <input type="checkbox"/> Political Candidate                 |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution                 |  |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>Taylor Canyon Fire Station INC.</b>	State Sales Tax Number (Required) <b>94-20366-0000</b>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>PO Box 503 Crested Butte, Co. 81224</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>5855 County Road 742 Almont, Co. 81210</b>
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <b>Michele Wheeler</b>	<b>8/8/1965</b>	<b>4890 Alpha Road Dallas, Tx. 75201</b>	<b>(472) 628-7460</b>
5. Event Manager <b>Elena Marquez</b>	<b>03/20/1989</b>	<b>305 N 10th St. Unit 3 Gunnison, Co 81230</b>	<b>(512) 439-9896</b>

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
<b>07/03/2022</b>																

**Oath of Applicant**

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

Signature <b>Elena</b>	Title <b>Event Manager</b>	Date <b>5/23/22</b>
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**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

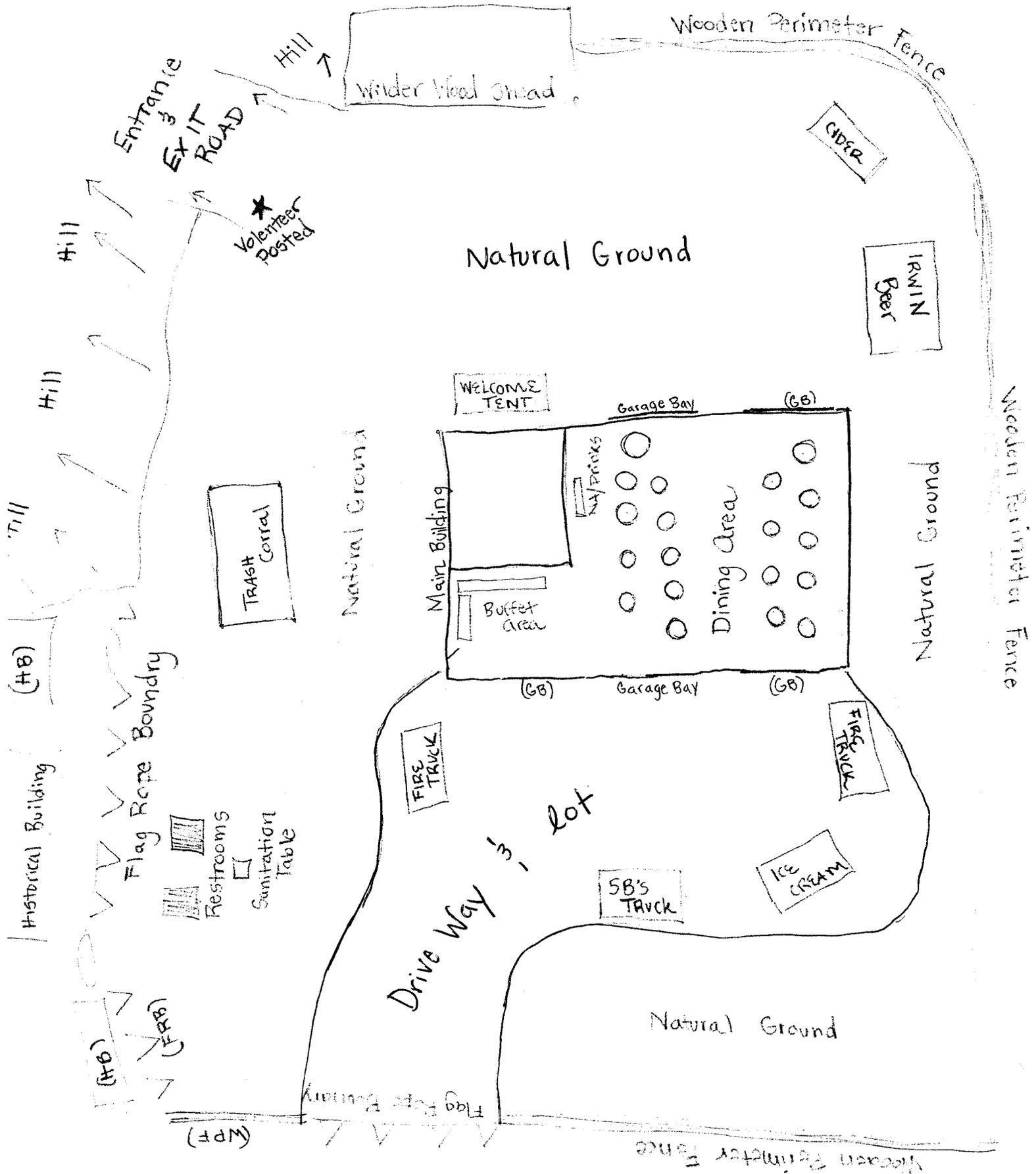
**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County) <b>Gunnison County</b>	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk <b>970-6411-7641</b>
Signature <b>Patricia Semmler</b>	Title <b>County Clerk</b>	Date <b>5-24-2022</b>

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

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

# Taylor Canyon Fire Station Grand Opening Event July 3, 2022



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Taylor Canyon Fire Station, Inc.

is a

Nonprofit Corporation

formed or registered on 01/19/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211051443 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/18/2022 that have been posted, and by documents delivered to this office electronically through 05/19/2022 @ 15:07:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/19/2022 @ 15:07:25 in accordance with applicable law. This certificate is assigned Confirmation Number 14034129 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES**  
**Meeting Agenda for June 21, 2022**  
**County Commissioners' Meeting Room**  
**200 E. Virginia Avenue; Gunnison, CO 81230**  
**(Remote Option, Below)**

- Call to Order at 8:32 am
  
- Agenda Review
  
- Minutes Approval:
  - April 19, 2022 Regular 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. Memorandum of Understanding; Department of Early Childhood; Gunnison/Hinsdale Board of Human Services; for identification of both parties' duties and responsibilities in implementing the Colorado Child Care Assistance Program (CCCAP); 7/01/2022 – 6/30/2025, reaffirmed annually through an amendment
  2. Memorandum of Understanding; Colorado Department of Human Services (CDHS); Gunnison/Hinsdale Board of Human Services; an outline of both parties' duties and responsibilities in implementing the CDHS "Works Program" Temporary Assistance to Needy Families (TANF); 7/01/2022 – 6/30/2025, reaffirmed annually through an amendment
  
- Presentation of Colorado Department of Human Services Award
  
- Program Updates:
  - Economic Security & Child Support Services
  
- Next Meeting: August 16, 2022
  
- Adjourn at 9:05 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> prior to the meeting.

**ZOOM MEETING DETAILS:**

Join Zoom Meeting:

<https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZjdC91aVBIz09>

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**

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**Agenda Item:** Minutes Approval: April 19, 2022 HS Regular Meeti

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review - a draft of the 4/19/2022 Board of Human Services regular meeting minutes

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES  
MEETING MINUTES  
April 19, 2022**

The April 19, 2022 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Roland Mason, Commissioner [ABSENT]  
Liz Smith, Commissioner  
Greg Levine, Hinsdale Co. Commissioner [REMOTE]

Joni Reynolds, Assistant County Manager for  
Health & Human Services  
Matthew Birnie, County Manager  
Melanie Bollig, Clerk to the Board  
Other Persons Present as Listed in Text

**CALL TO ORDER:** Chairperson Houck called the meeting to order at 10:31 am.

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

**MINUTES APPROVAL:**

1. February 15, 2022 Meeting Minutes – **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the Gunnison-Hinsdale Board of Human Services meeting minutes for February 15, 2022, with the amendment that the language is changed from "Office of Early Childhood" to "Department of Early Childhood Education." Motion carried.

**FINANCIAL UPDATE:** Finance Senior Accountant Kelly Weak was present to give a report and answer any questions from the Board. As the Board reviewed the Financial report, Assistant County Manager for Health & Human Services Joni Reynolds noted that they had amended the budget for some of the federal programs, but this was at no cost to the County.

**Moved** by Commissioner Houck to accept the financials and authorize the chair's signature. Seconded by Commissioner Smith. Motion carried.

**PROGRAM UPDATES:**

**Community Service Block Grant (CSBG)** - Assistant County Manager for Health & Human Services, Joni Reynolds, was present for discussion. Also present was Early Child Care Program Coordinator Margaret Wacker, to give updates on the following programs: a) Adult Protective Services, where she highlighted that they had six full- and part-time staff making over 6,000 contacts per year; b) Community Service Block Grant, where she reported that a total of 130 households had received assistance through the Block Grant in 2021 – for rent, mortgage, utilities, emergency shelter, medical, and transportation; and c) gaps and needs were reviewed, which included programs for guardians, placement, in-home and behavioral services in the home, for those over 50 and disabled adults. Medicaid services for older adults were identified with staffing problems which could make the difference for whether some could stay in their home or not. Availability of Medicaid hospital beds was identified as an ongoing issue, as well.

**LEGISLATIVE PRIORITIES:**

Assistant County Manager for Health & Human Services, Joni Reynolds, was present for this report to the Board.

1. Policy group meeting with the State Health Department, Friday April 15th. Ass't CM Reynolds advised the Board that the meeting had been centered around policy regarding health care staffing. She noted that they were not able to share any bill draft yet, and that the language had been very vague.
2. Draft of bill for ambulance licensing at the State level. Ass't CM Reynolds stated that this bill draft sought to create a whole new infrastructure for ambulance licensing; there would be local input but not for the actual licensing. She noted that the State saw this as a way to have state-wide standards and authority, and added that much of Colorado Counties Inc (CCI) discussion regarding this proposed bill came from concerned commissioners who felt that if this licensing wasn't done locally, there would be decreased ambulance services, because the counties had been leveraging their licensing in order to assure delivery of services. Overall, they were quite concerned that local interests and perspectives would be lost. CM Birnie explained that, as far as he knew, Gunnison County did not have any leveraging in this way, and that the Gunnison Valley Health EMS covered all the way to the County line. Ass't CM Reynolds added that the intent was for this bill to be in affect by 2024; also, several commissioners had indicated they would be entering a motion to oppose.
3. Likely to be discussed next Friday, April 22<sup>nd</sup>. Ass't CM Reynolds highlighted a bill under discussion on Friday which would allow the State to keep some of the incentive payments which come from the Federal government for child support services. This is a house bill that has been introduced, and locally it has been used for offsetting program costs, as it is usually a small amount. The concern with the bill's wording is that the State could do so without county support; language was intended to be modified so that the State would have to request monies from the counties and get their approval before retaining funds.

**NEXT MEETING: June 21, 2022.** The Board confirmed June 21, 2022 as the next meeting date for the Board of Human Services.

**ADJOURN:** Chairperson Houck adjourned the Gunnison/Hinsdale Board of Human Services meeting at 11:01 am.

Minutes Prepared By:

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Melanie Bollig, Clerk to the Board

Minutes Approved June 21, 2022:

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Jonathan Houck, Chairperson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Memorandum of Understanding; Department of Early C

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**Action Requested:** Other signature Hinsdale and Gunnison board of human services chairman

**Parties to the Agreement:** Colorado Department of Early Childhood

**Term Begins:** 7/1/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

CCCAP is transitioning from CDHS to Colorado Department of Early Childhood as of 7/1/2022, a new MOU must be in place

**Fiscal Impact:**

**Submitted by:** Elizabeth Holena

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/16/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/21/2022

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## OPERATION MEMO

<b>Title:</b> Colorado Child Care Assistance Program Memorandum of Understanding		<b>Office/Division:</b> Office of Early Childhood, Division of Early Learning Access and Quality
<b>Memo number:</b> OM-ECL-2022-0003		<b>Program area:</b> Colorado Child Care Assistance Program
<b>Outcome:</b> An executed MOU signed by county departments and the Department of Early Childhood		
<b>Pertinent statute/rule:</b> C.R.S 26.5-4-115		
<b>Keywords:</b> Colorado Child Care Assistance Program, Department of Early Childhood, Memorandum of Understanding (MOU)		
<b>Issue date:</b> June 1, 2022	<b>Effective:</b> June 1, 2022	<b>Expires:</b> June 30, 2025

### Intended recipients

This communication has been sent to all county human service directors. Please forward pertinent information on to staff members as you deem necessary.

### Purpose

Colorado Revised Statute (C.R.S) 26.5-4-115 requires counties to enter into an annual performance contract with the Colorado Department of Early Childhood (CDEC) that identifies both parties' duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Colorado Child Care Assistance Program (CCCAP). This annual performance contract is in the form of a Memorandum of Understanding (MOU) which is jointly signed by each county's Board of County Commissioners (BOCC) or other elected governing body and the Department's Executive Director.

### Action

Counties have until June 30, 2022 to execute the MOU and return the signed MOU to CDEC. Please return the county signed MOU by June 30, 2022 preferably by emailing it to:

Tamara Schmidt  
CCCAP Director  
[tamara.schmidt@state.co.us](mailto:tamara.schmidt@state.co.us)

OR mailing it to:



Colorado Department of Early Childhood  
ATTN: Colorado Child Care Assistance Program  
1575 Sherman Street, 1st Floor  
Denver, CO 805203

## Background

The current MOU that has been in place since 7/1/2021, is a joint MOU between the counties, the Colorado Works program and the Colorado Child Care Assistance Program housed within the Colorado Department of Human Services. Due to the transition of CCCAP from the Colorado Department of Human Services to the Colorado Department of Early Childhood as of 7/1/2022, and as required in C.R.S. 26.5-4-115, a new MOU must be executed between the Department of Early Childhood and the counties effective 7/1/2022.

The majority of the language in the CCCAP MOU effective 7/1/22 is language that applies to CCCAP and exists in the current joint Colorado Works/CCCAP MOU that was effective 7/1/21. We adjusted the content of the CCCAP MOU to:

- Represent the transition to the Department of Early Childhood
- Reflect updated statute references and language
- Remove Colorado Works specific references and requirements
- Include performance measures for timely processing and case accuracy requirements outlined in CCCAP Regulations

## Attachments

Colorado Child Care Assistance Memorandum of Understanding

## Supersedes

OM-OES-2021-0002

## Contact

For more information about this memo, please contact:

Jesse Burne  
Division of Early Learning Access and Quality Director  
[jesse.burne@state.co.us](mailto:jesse.burne@state.co.us)

OR

Tamara Schmidt  
Colorado Child Care Assistance Program Director  
[tamara.schmidt@state.co.us](mailto:tamara.schmidt@state.co.us)

*Operation memos are active for three years; then they are archived and re-issued if necessary. Access the CDHS Memo Series at [cdhs.colorado.gov/our-partners/counties/cdhs-memo-series](https://cdhs.colorado.gov/our-partners/counties/cdhs-memo-series).*





## MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding (MOU) is made on this 1<sup>st</sup> day of July 2022 between the State of Colorado Department of Early Childhood (CDEC) and the Hinsdale & Gunnison Board of Human Services (the "County").

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

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

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

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

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

### **1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

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

### **2. TERM**

The term of this MOU will be from July 1, 2022, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

### **3. REQUIRED DUTIES OF THE COUNTY**

- a. The County will administer and implement the Child Care Program using fair and

objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1.

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

- i. The County will meet established accuracy requirements that ensure compliance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

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

#### 4. DUTIES OF CDEC

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

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

- d. CDEC will formally communicate the established Performance Measures outlining the requirements for timeliness and accuracy via a program memo.
- e. CDEC will use valid data from the State Child Care Automated Tracking System and other

sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.

- f. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures.
- g. CDEC will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on child care services and meet federal and state guidelines.
- h. CDEC will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- i. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by letter, et seq.

#### **5. JOINT STATE AND COUNTY DUTIES**

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

#### **6. REMEDIATION PLANS**

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

- iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation;
- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

**7. PENALTIES**

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

**8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES**

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:

- i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
  - ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as, all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
  - iii. If a penalty is imposed, the amount cannot be greater than that imposed by the federal government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

**9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION**

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

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

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program. CDEC is under no obligation to accept or assume the administration of the Child Care Program.

If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the

County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.

#### **10. DISCRETIONARY MATTERS**

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

#### **11. SEVERABILITY**

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

#### **12. INTEGRATION OF UNDERSTANDING**

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

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

#### **13. NO THIRD-PARTY BENEFICIARY**

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

#### **14. DISPUTE RESOLUTION**

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the

parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

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Executive Director or Designee

HINSDALE & GUNNISON BOARD OF HUMAN SERVICES

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Chairman

ATTEST:

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County Clerk to the Board

Date: \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Memorandum of Understanding; Colorado Department o

**Action Requested:** Discussion

**Parties to the Agreement:** Colorado Department of Human Services

**Term Begins:** July 1, 2022

**Term Ends:**

**Grant Contract #:** Memorandum of Understanding

**Summary:**

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

**Fiscal Impact:**

**Submitted by:** Blair Burgess

**Submitter's Email Address:** bburgess@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: GUNCOUNTY1\mhoyt

Discharge Date: 6/8/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 6/21/2022



## MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Gunnison and Hinsdale Counties Board of Human Services, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

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

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

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

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

**1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715.

**2) TERM**

a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

**3) REQUIRED DUTIES OF THE COUNTY**

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.

g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.

h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.

j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.

k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

#### **4) OPTIONAL OUTCOME MEASURES**

a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues



regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

## **5) DUTIES OF CDHS**

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

**6) JOINT STATE AND COUNTY DUTIES**

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

**7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

**8) SANCTIONS**



a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

## **9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS**

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

#### **10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

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

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

#### **11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

#### **12) SEVERABILITY**

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

#### **13) INTEGRATION OF UNDERSTANDING**

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



The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

#### **14) NO THIRD-PARTY BENEFICIARY**

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

#### **15) DISPUTE RESOLUTION**

a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).

b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;

i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.

ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.

iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

c) None of these options will be a jurisdictional prerequisite to legal action by either party.

DEPARTMENT DIRECTOR, MICHELLE BARNES

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

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Executive Director or Designee



**COLORADO**  
Department of Human Services

COUNTY OF GUNNISON COLORADO,

by and through the GUNNISON AND HINSDALE BOARD OF HUMAN SERVICES

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk to the Board

Date: \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Program Updates: Economic Security & Child Suppo

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see two pieces that will be presented at the Board of Human Services meeting Program Updates, next Tuesday: a) Economic Security & Child Support updates. and b) a Gunnison Co Fact Sheet from the Colorado Dept of Health Care Policy & Financing

**Fiscal Impact:**

**Submitted by:** Melanie Bollig for Brad Wheaton

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 6/21/2022

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# GUNNISON/HINSDALE BOARD OF HUMAN SERVICES UPDATE

6/21/22

## ECONOMIC SECURITY & CHILD SUPPORT

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### Eligibility & Economic Security

1. Staffing Update
  - a. Brian Gage has been promoted to the Eligibility and Economic Security Supervisor as of 6/20
  - b. DHHS has hired two new Eligibility Technicians. Meredith McClurkan and Ray Donheiser will both start in July.
2. Food Assistance (SNAP) and Medicaid are still operating under Federal and State PHE waivers
  - a. Families on SNAP are still receiving maximum allotment for eligible household members
    - i. May 2022 Gunnison County issued **\$245,361** in SNAP benefits
    - ii. The Gunnison Food Pantry remains steady with people accessing food, but has seen a 25% decrease from 2021 YTD, and 33% decrease from 2020 YTD
  - b. Members remain “locked-in” to various Medicaid programs
    - i. FY 2021 averaged **3,335** Gunnison residents accessing health insurance through Medicaid, **1054** of those members are children. This number has increased during FY 2022 “see handout”
  - c. Eligibility staff are working overtime to handle the increased workload to address the backlog of work these waivers have caused. This is being supported through HCPF PHE funding granted to the county. We applied for similar funding through CDHS.

## Child Support

1. Shelley Tucker Recognition
  - a. Single CSS worker for Gunnison and Hinsdale Counties
  - b. Handles approximately 200 cases Cradle-to-grave in all aspects of CSS (Case initiation, Establishment, Modifications, Intergovernmental Cases and Case Closures)
2. Collections
  - a. FFY 2022 YTD Child Support Services has collected over **\$413K** for families in Gunnison and Hinsdale Counties
  - b. FFY 2022 YTD % of Current Support Paid 63.5% in Gunnison County, and 87% in Hinsdale County
  - c. CSS Enforcement Actions have been suspended throughout the PHE making it more difficult to collect on orders
3. Goals for CSS FFY 2023
  - i. Work with Shelley and CAO to meet State C-Stat goals around Case Initiation. Also focus on Modification Timeliness, % of Child Support Collected and Disbursements on Hold

**\$18,768,160**

Total Health First Colorado  
expenditure

**19.71%**

of the county population is  
enrolled in Health First  
Colorado

**3,335**

Average number of Health  
First Colorado members  
enrolled per month

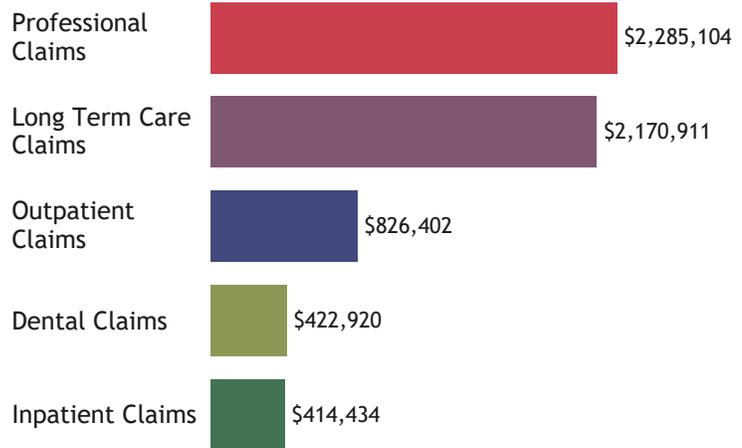
**1,619**

of these members were  
Affordable Care Act (ACA)  
Expansion Adults & Parents

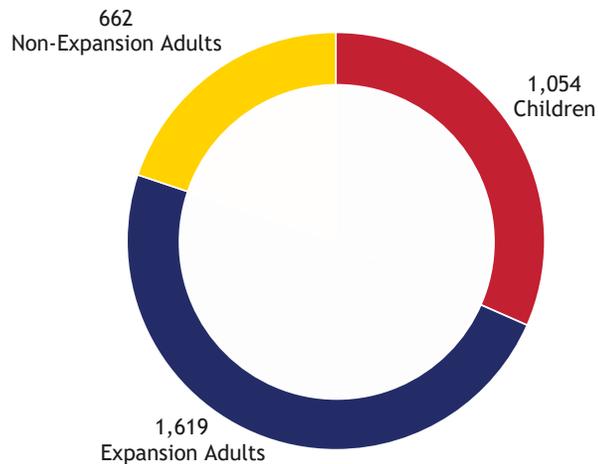
**246**

Number of Child Health Plan  
Plus (CHP +) members

## Top 5 Health First Colorado Claim Types\*



## Health First Colorado Population



In July 2018, administration of physical and behavioral health was joined under one accountable entity. The Regional Accountable Entity for Gunnison County is:

## RAE Region 1: Rocky Mountain Health Plans

All data is from Colorado Interchange for Fiscal Year 2021.

\*Member counts may be hidden to protect Personal Health Information (PHI).

\*Capitation payments are not included in the Top 5 Claim Types.

\*Starting in March 2017, the Professional Claim type began to incorporate the following items: practitioner, physician, laboratory, transportation, waiver, and durable medical equipment claims. Additionally, the Outpatient Claim type began to incorporate home health claims. Therefore, the total paid amount for these claim types will be greater than in previous years.

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

June 21 - July 26, 2022  
(as of 6/17/2022)

## Board of County Commissioners

1. [BOCC Regular Meeting](#)

June 21, 2022, All Day @ BOCC Boardroom  
[More Details](#)

2. [BOCC Work Session](#)

June 28, 2022, All Day @ BOCC Boardroom  
[More Details](#)

3. [Commissioner Smith Out of Office](#)

June 28, 2022, All Day  
[More Details](#)

4. [BOCC Regular Meeting](#)

July 5, 2022, All Day @ BOCC Boardroom  
[More Details](#)

5. [Mayors & Managers Meeting - Hosted by Town of Pitkin](#)

July 7, 2022, 12:00 PM - 1:30 PM  
[More Details](#)

6. [BOCC Work Session](#)

July 12, 2022, All Day @ BOCC Boardroom  
[More Details](#)

7. [BOCC Regular Meeting](#)

July 19, 2022, All Day @ BOCC Boardroom  
[More Details](#)

8. [BOCC Work Session](#)

July 26, 2022, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison County Organization

1. [Holiday - Independence Day - Offices Closed](#)

July 4, 2022, All Day  
[More Details](#)

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)

June 21, 2022, 8:32 to 9:05 am @ BOCC Board Room  
[More Details](#)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Minutes Approval: April 19, 2022 Regular Meeting

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review - a draft of the 4/19/22 BOCC regular meeting minutes

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/6/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/8/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
April 19, 2022**

The April 19, 2022 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 [ABSENT]  
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. He noted for the record that Commissioner Mason was absent for this meeting, as he was with his family for Spring Break.

**AGENDA REVIEW:** There were no changes needed to the agenda.

**SCHEDULING:** Commissioner Smith noted she would be out of office for the April 26<sup>th</sup> Work Session, to attend a State Noxious Weed Advisory Commission meeting in Boulder.

**MINUTES APPROVAL:** **Moved** by Chairperson Houck, seconded by Commissioner Smith, to approve the Regular Meeting minutes from both February 15<sup>th</sup> and March 15<sup>th</sup>, as presented. Motion carried.

1. February 15, 2022 Regular Meeting
2. March 15, 2022 Regular Meeting

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

1. Public Service Grant Agreement; City of Gunnison; for Upstream Prevention services; January 1, 2022 - December 31, 2022; \$15,000
2. Jail Service Agreement Amendment; TW Vending Inc, dba Turn Key Corrections; Sheriff's Office; adding Fastcase access, providing a full law library to all detention center inmates; \$1 per inmate per month
3. Acknowledgment of County Manager's Signature; Colorado Department of Human Services Grant; Low Income Household Water Assistance Program (LIHWAP); Providing assistance for water balances; October 1, 2021 - September 30, 2023; \$20,000
4. Statement of Work; Colorado Department of Public Health & Environment; Health and Human Services; Annual Review of Gunnison County Child Fatality Prevention activities; 7/1/2022 - 6/30 2022; \$3,500
5. Contract Amendment #1; Colorado Department of Public Health and Environment; Health and Human Services; July 1, 2021 - June 30, 2023; Increase of \$14,727
6. Letter of Support Approval; Colorado River District Grant Application; for Town of Crested Butte's Rec Path Bridge River Access and Restoration Project
7. Acknowledgment of County Manager's Approval; Circle Grant Application; Gunnison-Hinsdale Early Childhood Council; Elevate the Workforce Initiative; \$125,000
8. Approval, Buell Foundation 2022 Grant Application; for Gunnison-Hinsdale Early Childhood Council; \$30,000

**COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** County Manager Matthew Birnie was present for discussion and questions from the Board.

1. Projects are going well at the Airport. CM Birnie stated that they were getting things cleared away and cleaned up, and materials like windows, flooring and the escalator had now arrived and were ready to be installed. A local craftsman would soon be working on a rough-hewn log wall at the main entrance.
2. Progress at the Library. CM Birnie noted that this had been a smooth process, and everything was coming along quite well, with the roof now completed. He highlighted the new type of metal siding going up as much better maintenance and very attractive to the eye.
3. Whetstone Project. CM Birnie reported that he and staff were continuing with the design and negotiation process as they prepare to submit Whetstone to the County's land use process.
4. Bathrooms at Shady Island River Park. CM Birnie explained that the cost of prefab bathrooms had more than doubled, so the County was currently looking into the feasibility of the building them instead. He further noted that they did not anticipate charging for parking until these amenities were in place.
5. Attended a Colorado City & County Management Association (CCCMA) conference in Glenwood Springs April 13-15. CM Birnie highlighted that, at the conference, Dr. Wobbekine from the University of Colorado in Boulder, had stated that Colorado was back to slightly above pre-pandemic employment levels, with unemployment in Colorado lower than for much of the rest of the nation.

CM Birnie added that the construction industry was having a labor force issue and it was fortunate that Gunnison County had been able to start projects back during the pandemic.

**2022 CAPITAL LEASE PURCHASE FINANCING WITH HOLMAN CAPITAL:** Chief Financial Officer Juan Guerra was present for discussion and questions from the Board.

CFO Guerra introduced this by stating that capital leases were not new to Gunnison County, and explained that it would be a cash-management tool used to expand the County's purchasing power. He briefly went over financing options, recommending the 7-year financing with Holman. He concluded by stating that he would like to lock in the rate before it goes up again, and that currently he had two more days to do so.

The Board then discussed some concerns noted by the County Attorney's Office concerning the addition of TABOR language. Deputy County Attorney Alex San Filippo-Rosser also confirmed that part of this language would be contingent on the Master Lease Agreement which had not yet been given to them to review. County Manager Birnie asked the Board for authority to sign the lease contract on behalf of the Board, once DCA San Filippo-Rosser had finalized the language.

With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith to approve and authorize Matthew Birnie as County Manager to act on the Board's behalf to finalize the negotiations within the deal and then execute the contract that was before the County Commissioners. Motion carried.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby was present for discussion and questions from the Board.

1. **Temporary Road Use Agreement; Crested Butte/Mt Crested Butte Chamber; for Closure of Kebler Pass, Chainless World Championships; Friday, June 24, 2022, 3:00-6:00 pm.**

DCM Crosby explained that the temporary road agreement was being done in advance in order to not run up against deadlines. She noted that the Crested Butte/Mt. Crested Butte Chamber did not yet have proof of insurance, but that they had affirmed they were in the process of attaining this and it would be added before the event.

**Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the Temporary Road Use Agreement for the Chainless World Championships, as presented that morning. Motion carried.

2. **Mining Lease for Sand Gravel and Aggregate; Alphonse Tamarcaz, Owner; 12-year lease; \$10, royalties of \$1 per ton/yard of material removed, and extraction and crushing of 200 tons of Class 6 road base for the Owner.**

DCM Crosby stated this pit was opened in 1985 after the flooding, and later inherited by Alphonse Tamarcaz. She further identified the pit location as being in Doyleville, and noted that the gravel there was particularly good for gravel roads.

**Moved** by Chairperson Houck, seconded by Commissioner Smith to approve the Mining Lease for Sand Gravel and Aggregate with Alphonse Tamarcaz, as presented that day, and to authorize the Chair's signature on the contract Motion carried.

**TREASURER'S REPORT:** County Treasurer Debbie Dunbar was present via Zoom, for discussion and to answer any questions from the Board. When asked if there was anything usual to report by Chairperson Houck, she reported that this was the usual report, with nothing unusual to report.

With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to accept the Treasurer's Report and authorize the Chair's signature. Motion carried.

**VOUCHERS AND TRANSFERS:** Chief Financial Officer Juan Guerra and Senior Accountant Kelly Weak were both present to answer any questions the Board might have.

1. April 2022 Accounts Payable Report. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Chairperson Houck to approve the voucher approval in the amount of \$4,193,320.86. Motion carried.

2. January 2022 Purchase Card Report.

3. March 2022 Cash Transfer Report. **Moved** by Commissioner Smith, seconded by Chairperson Houck to approve the cash transfer in the amount of \$5,189,623.30. Motion carried.

4. Sales Tax - LMD Reports. Chairperson Houck noted the continued strong sales tax performance; CM Birnie highlighted that building permits were also way up.

**CONTINUED PUBLIC HEARING; STREET AND ALLEY VACATION REQUEST IN OHIO CITY; JERRY AND TERRY SMITH-STALLARD:** Deputy County Manager Marlene Crosby was present in the room for discussion, along with Law of the Rockies Attorney Kendall Burgemeister who attended remotely, representing the applicants Jerry Stallard and Terry Smith-Stallard.

1. Open of Public Hearing: Chairperson Houck opened the continued public hearing at 9:00 am, and noted that the first public hearing for this request began on February 15<sup>th</sup>, 2022. He added that he had not been at the first hearing, but had been able to review the materials and go through the presentations in order to be up-to-speed with where the hearing is presently at.

2. Public Notice Confirmation: Public Notice was again confirmed by Deputy County Manager Marlene Crosby, from the original start of the hearing.

3. Identify Ex Parte Communications: Both Commissioners present confirmed they had received no ex parte communications.
4. Staff Presentation: DCM Marlene Crosby began by explaining that at the original public hearing, there was concern about 1<sup>st</sup> street and the access it provided to a large public parcel. The applicant's representative, Attorney Kendall Burgemeister, had then resubmitted a revised application for street vacation with everything still included but 1<sup>st</sup> Street. DCM Crosby stated that she had also revised her comments, and at this point, she believed it addressed the Board's prior concerns. She then recommended the revised vacation request and noted that a resolution was also in their packet to be considered.
5. Applicant Comments: Attorney Burgemeister stated that he did not have much to add, noting only that the amended application reflected the concerns and direction from the Board, given last February 15<sup>th</sup> at the first public hearing, and that he did concur with Staff's recommendation for approval of the amended application.
6. Board Questions: There were no questions from the Board; Commissioner Smith thanked Attorney Burgemeister and Staff for their work on amending the application to create a suitable solution.
7. Public Comments: None were present, either in the room or remotely via Zoom, for comments.
8. Acknowledge Correspondence Received: DCM Crosby confirmed that there had been no calls or emails regarding this street and alley vacation request; County Administrative Assistant Melanie Bollig also confirmed that there had been no correspondence or calls received.
9. Applicant Response: No further response was made by Attorney Burgemeister.
10. Close Public Hearing: Chairperson Houck closed the public hearing at 9:04 am.

Chairperson Houck noted that the staff recommendation was for approval of the amendments. Commissioner Smith added that she had reviewed the February 15<sup>th</sup> public hearing, and felt this reflected the conversation and the guidance which she and Commissioner Mason had given at that time, and that the amendments made were an appropriate solution.

Commissioner Smith then **moved** to approve Resolution 2022-19, Vacating Certain Portions of Streets and Alley Lying Within the Town of Ohio City, County of Gunnison, State of Colorado. Chairperson Houck seconded the motion. Motion carried.

**CONTINUED, TWO LOT CLUSTERS IN OHIO CITY; AGREEMENT AND DECLARATION; JERRY STALLARD AND TERRY SMITH-STALLARD; LUC-21-00056:** Community Development Administrative Services Manager Beth Baker was present in the room for discussion. She explained to the Board that the Jerry and Terry Smith-Stallard had submitted an amended legal description for their lot cluster, which matched the amended, now approved, streets and alley vacation. Also, the County Attorney had reviewed this amended description and had approved it as legally sufficient.

**Moved** by Commissioner Smith, seconded by Chairperson Houck to approve the lot cluster agreement for the Stallard property, for the two separate parcels described as parcels A & B, as described in the attached exhibit. Motion carried.

**CHANGE IN AGENDA:** As the meeting was ahead of schedule, Chairperson Houck elected to take a brief break from 9:09 am to 9:14 am.

**BOUNDARY LINE ADJUSTMENT PLAT; LOTS 8 & 9; WHETSTONE INDUSTRIAL PARK; LUC-22-00006:** Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any question the Board might have. Also joining the discussion was Attorney Jacob With, representing the applicants L & D and DNA Ranches.

Admin Svcs Manager Baker began by explaining that the boundary line adjustment between Lots 8 and 9 would result in each lot being an acre or larger in size. She reported that the lender, HOA, and the County Attorney's Office had all approved the request, and that the County property taxes were current.

Attorney With also explained to the Board that the designation of each lot had been intended to be procured at the time of each sale; however, this had not happened. This boundary line adjustment would allow a purchaser to do a "lot swap" so that they could be moved over one lot and be given a residential designation. He further noted that there would be a few more lots which would receive adjustments for designation purposes, but that they were almost all through making the changes. He stated that the amended designation on this boundary line adjustment would be for Lot 9, and noted that the boundary line adjustment and lot re-designation should be signed and recorded at the sign time. Chairperson Houck asked Deputy County Attorney Alex San Filippo-Rosser if this could be done legally at that time, and DCA San Filippo-Rosser cited a need for proper public notice. He advised that it would be best to put the lot designation request on the next meeting's consent agenda, so that it would receive proper public notice.

Attorney With then added his approval for this decision, and requested – not related to the item before the Board – that there were some issues, as in covenant items, which should not have to come before the Board for review. He suggested these were items which Assistant County Manager for Community & Economic Development Cathie Pagano should be given authority to make decisions on, in order to shorten the process and increase efficiency. Chairperson Houck thanked Attorney With for bringing this to the Board's attention, and recommended to ACM Pagano that this proposed change be something they discuss at their next joint meeting between the Planning Commission and the Board of County Commissioners.

Chairperson Houck then **moved** to approve the Boundary Line Adjustment Plat for Lots 8 and 9 of Whetstone Industrial Park, LUC-22-00006. Commissioner Smith seconded. Motion carried.

**APPROVAL OF APPLICATION FOR GUNNISON VALLEY LAND PRESERVATION FUND (GVLPF); GUNNISON RANGLAND CONSERVATION LEGACY, 48-ACRE MARBLE PROPERTY; FOR TRANSACTION COSTS ASSOCIATED WITH TRANSFERRING LAND OWNERSHIP TO THE FOREST SERVICE; \$10,690:** Geographic Information Systems Manager Mike Pelletier was present for discussion and to answer questions. He outlined for the Board that this application stemmed from a landowner who had given the property to Gunnison Ranchland Conservation Legacy. The Legacy was transferred to the Forest Service. The Gunnison Ranchland Conservation Legacy was asking for funds to help with the cost of processing and transferring this land ownership. Commissioner Smith **moved** to approve the grant for the 48-acre property in Marble, for \$10,690. Chairperson Houck seconded. Motion carried.

**CHANGE IN AGENDA:** Chairperson Houck elected to jump to Commissioner Items and then come back to the Marble discussion, "Motorized Use of Vehicles on County Road #3", in order to give Marble residents more opportunity to join in remotely via Zoom.

**COMMISSIONER ITEMS:**

**Commissioner Smith**

1. In conversations with State Representative Boesenecker's team, working on HB 22-1287, to enhance the protections for mobile home park residents. Commissioner Smith let the Board know that she had been looking at ways to assist purchases on behalf of mobile home park residents, to better enable them in becoming resident-owned communities, both in Gunnison County and across the State. She noted that there were liability concerns which had come up in looking at the option for counties and local governments to become the assignees, and commended County Attorney Matt Hoyt [not present] for his work on this. Commissioner Smith explained that the statute would clarify that these resident groups would be able to negotiate with a local government entity as to what the liabilities might be; these mobile homes would not be considered public buildings, and the right of first refusal would be built into the legislation. Commissioner Smith added that she had been able to testify on this legislation with the liability concern embedded in the bill.
2. Progress with the Southwest Colorado Opioid Regional Council. Commissioner Smith reported that the council was getting closer in development of their two-year plan, coordinating with other adjacent regions to see where they could improve their own efficiencies in making the dollars go as far as they can. She noted that there had been some confusion on how municipalities could deliver their funds to the counties, but after speaking to the State Attorney General's office, the council was now working on the construction of an Intergovernmental agreement with the municipalities to deliver all their allocation of funds directly to the counties. Commissioner Smith further noted that the Attorney General's would be sending out instructions to the municipalities for how to cede their monies to their regional funds.
3. Attended the Gunnison Watershed Weed Commission meeting last week. Commissioner Smith highlighted that there may be a name change for the commission coming soon. She let the Board know that the Commission would like her to become a Board representative, and she wanted to run this by the Board for approval. She felt this would be good, in light of the work she was now doing with the State's Noxious Weed Advisory Committee as well as the cheatgrass and habitat restorations projects she was currently involved in getting up and running within the County. After a minute's discussion, CM Birnie and Chairperson Houck felt this would be a good position for her to take. Commissioner Smith also felt it would be a good way to coordinate and be successful in the mitigation efforts about to be launched.
4. Cheatgrass Mitigation and Habitat Restoration Coordinator contract position search almost ready to launch. Commissioner Smith stated that it was currently in Human Resources and about ready for the search to go out. She expressed hope that the salary range would be one which could attract several qualified and talented candidates, adding that it would be posted in the newspapers and across multiple platforms later in the week. She further stated that an Intergovernmental agreement was in the process of review and revision, and there was some discussion over the agencies that had been included, along with a few which might still be approached.
5. Request for a letter of support from Whit Blair with the U.S. Fish & Wildlife Service. Commissioner Smith reported that a request had come in from Whit Blair, for a letter of support involving a grant for cheatgrass coordination and wetland restoration. She noted that the letter had to be in by that Friday, April 22<sup>nd</sup>, and asked permission to prepare a letter that could then be ratified on the next consent agenda by the entire Board. Chairperson Houck gave his approval for Liz to produce a letter of support on behalf of the Board.
6. Welcoming America Initiative survey. Commissioner Smith reminded those present that she was the County rep on this Board, and let everyone know that the City of Gunnison would be launching a survey in preparation for their own rural welcoming initiative. She advised that one of the main goals would be for community resources available. She would be meeting on Wednesday, April 20<sup>th</sup>, to talk with Drew Brookhart about consolidating outreach resources in the library. Also, they were asking businesses around town to post a QR code, in order to give more digital ways to gain access.
7. Early Childhood Council hosted their annual conference last week. Commissioner Smith noted that this conference for early childhood leaders and educators had been held on the Western Colorado

University campus, and she highlighted that it had been very well attended and successful, with a great exchange of ideas.

**CHANGE IN AGENDA:** Chairperson Houck elected to move back to the agenda item, "Motorized Use of Vehicles on County Road #3 in the Marble, Colorado Area."

**MOTORIZED USE OF VEHICLES ON COUNTY ROAD #3 IN THE MARBLE, COLORADO AREA:** Deputy County Manager Marlene Crosby was present in the room for discussion and to answer any questions the Board might have.

Chairperson Houck began by stating that the deadline for the resolution concerning motorized vehicles on CR #3 had begun with the intent to not keep this road open forever; however, he noted that the road did need to remain open as long as they were still doing work in collaboration with the Town of Marble, National Forest Service, Colorado Parks & Wildlife, and law enforcement – in order to manage a complex connection of jurisdictional authority.

DCM Crosby added that the last of the listening sessions was coming up on April 28<sup>th</sup>. She let the Board know that the stakeholder meetings held earlier had addressed three topics – education, permitting, and parking – and the consensus of these groups would now be brought to the upcoming listening session. DCM Crosby also stated that, acting on an earlier meeting request from the Board to have a Forest Service report, she had contacted Kevin Warner and Shelly Grail with the White River National Forest Service, to see if they were available on April 26<sup>th</sup>. However, since then, she had learned that Commissioner Smith would be absent for the Board's work session on April 26<sup>th</sup>, and she wondered if they would still like to schedule the Forest Service for a report on the 26<sup>th</sup>. After some discussion, the Board decided to go ahead and have the Forest Service on the 26<sup>th</sup>, with Commissioner Smith able to hear a recording of the work session and possibly the last listening session, before the May 3<sup>rd</sup> regular meeting.

**UNSCHEDULED CITIZENS:** There were no Unscheduled Citizens present for discussion.

**COMMISSIONER ITEMS:**

**Commissioner Houck**

1. Worked with the bill sponsors on House Bill 22-1356. Chairperson Houck explained that this bill was centered around creating a small, community-based nonprofit infrastructure grant program which could assist nonprofit organizations that have been economically impacted by COVID-19. He further noted that the number of non-profit organizations in the Gunnison area were around 120. Commissioner Smith suggested that the bill sponsors might wish to contact the Community Resource Center, as they were sponsors of Rural Philanthropy Days and this would give the bill sponsors a broader perspective of rural Colorado non-profit organizations. Chairperson Houck agreed and said he would let them know.
2. Watching progress House Bill 22-1028. Also called the "Idaho Stop Bill," Chairperson Houck explained that this bill concerned statewide regulation of persons approaching controlled intersections who were not operating motor vehicles, and he felt it was particularly relevant for all the bicyclists in our area. He reported that CCI and CML were opposing this, as they felt it was an overreach of local government authority by the general assembly. He then went on to explain that it allowed bicyclists to be able to stop at a red-light intersection, and if the intersection was clear both ways, they could then proceed. Also, stop signs could be treated as yield signs by cyclists if the intersection was clear. He added that he did not believe there was any opt-out language for municipalities or counties.
3. House Bill 22-1046. Chairperson Houck briefly outlined that HB 22-1046 had been signed by the Governor, and that it helped clarify the way in which counties could designate certain roads to not be plowed in the winter, allowing then for grooming and over-snow use only. He further noted that the legislative session would be ending May 11<sup>th</sup> and he would continue to watch as the last flurry of bills came through before that deadline.
4. Sustainable Tourism and Outdoor Recreation (STOR) Committee to meet the end of April. Chairperson Houck noted that discussions would center around recreation infrastructure and how to prioritize the bills and potential action on HB 21-1117. He added that he wanted to get a better idea from the National Forest Foundation (NFF) on how they might best donate and leverage LMD monies via NFF.
5. Spruce Beetle Epidemic Aspen Decline Management Response (SBEADMR) annual meeting will be held this week. Chairperson Houck indicated that Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forests were in approximately year five out of a ten-year management program for the spruce beetles, and he was interested in learning how the climate change and drought had changed this plan.
6. Colorado Outdoor Industry Leadership Summit (COILS) conference to be held in Mt Crested Butte on May 19<sup>th</sup> and 20<sup>th</sup>. Chairperson Houck noted that this would be put on by the Colorado Parks & Wildlife, and he would be participating on panels as well as moderating some of the sessions at the conference.
7. Reminder that the Whitewater Park clean-up will be held this next Saturday, April 23<sup>rd</sup>. Chairperson Houck wanted to let everyone present know that the clean-up would start at 9:30 am, and to bring gloves and totes for carrying trash. Tools and trash bags would be provided as well.

**RECESS:** Chairperson Houck recessed the Gunnison County Board of County Commissioners Regular Meeting at 10:01 am, in order to hold an executive session.

**EXECUTIVE SESSION, 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, AND PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO:**

Commissioner Houck **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations related to property located in Gunnison County, Colorado, and pursuant to C.R.S. § 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County, for the purpose of receiving legal advice related to property located in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Smith, County Manager Matthew Birnie, and Deputy County Attorney Alex San Filippo-Rosser (remote via Zoom). Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded the motion, and the motion carried.

The Board went into executive session at 10:03 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) (e) (I) and §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Deputy 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)(e)(I) and 24-6-402(4)(b) 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: \_\_\_\_\_

\_\_\_\_\_  
Alex San Filippo-Rosser  
Gunnison County Deputy 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)(e)(I) and 24-6-402(4)(b).

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck, Chairperson  
Gunnison County Board of Commissioners

At 10:29 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. Commissioner Smith seconded the motion. Motion carried.

Chairperson Houck then gave direction by **moving** to delegate authority from the Board of County Commissioners to County Manager Matthew Birnie, to enter into agreements and sign contracts for the purchase of real property, and in turn – if CM Birnie is to enter into those type of arrangements – to facilitate meeting with the Board of County Commissioners at the next available regular session after entering into those contracts. Commissioner Smith seconded. Motion carried.

**ADJOURN:** Chairperson Houck adjourned the Gunnison County Board of County Commissioners Regular Meeting at 10.31 am.

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:** This separate meeting was held from 10:31 am to 11:01 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

**GUNNISON COUNTY BOARD OF HEALTH:**

**CALL TO ORDER:** Chairperson Houck called the Gunnison County Board of Health Regular Meeting to order at 11:01 am.

Health and Human Services Director Joni Reynolds noted that Medical Officer Dr. John Tarr would not be able to be there, as he had just had hip replacement surgery.

**FINALIZE 2022 BOARD OF HEALTH MEETING TOPICS:** HHS Director Joni Reynolds presented a schedule with topics to the Board, noting that the proposed topics for the 2022 Board of Health Meetings had not been formally approved, as she had not been able to be there for a January meeting. The Board noted the topics that she provided and approved the list.

**VITAL RECORDS 2021 DATA REVIEW:** HHS Director Joni Reynolds presented a review of suicide data in Gunnison from 2010 to 2021. She explained that the data showed a predominance of male deaths during the last decade, across a range of ages; during later years – 2016 to 2018 – there had been more youth suicides in both the schools and at the college. A crisis response was then developed and suicide deaths lessened in 2019 through 2021; however, HHS Director Reynolds stated that the numbers were so small that it was hard to determine if this was an actual trend. She added that the prevention work currently being done was not a crisis response as it had been previously, but a regular, ongoing community collaboration and outreach, integrated into the County’s behavioral health programs.

**COVID Update:** HHS Director Joni Reynolds began her COVID-19 updates with data on hospitalization, showing that statewide it was currently around 80, down from a peak of 1,500. For Gunnison, hospitalizations were at a very low level – less than one hospitalization per week average. There was currently a testing location at Gunnison Valley Hospital, where cases have remained at the low level of approximately two to five cases per week over the last two months. Nationwide, some states in the Northeast of the U.S. had seen a case rate increase due to the BA.2 strain. She cautioned that with the availability now of in-home testing, all data was skewed, as many cases would not be reported. A graph that illustrated the COVID wastewater monitoring data trends for Gunnison County was also presented. The data varied widely in the weekly testing recorded, and HHS Director Reynolds indicated that they could not determine any significant trends from it.

The Board, CM Birnie and HHS Director Reynolds briefly discussed the gradual lifting of mask mandates in the workplace and for travelers.

**ADJOURN:** Chairperson Houck adjourned the Board of Health Regular Meeting at 11:30 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**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO: 2022-19**

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWN OF OHIO CITY, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board"), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request from Jerry and Terry Stallard to vacate certain portions of streets and alleys lying within the Town of Ohio City, County of Gunnison, State of Colorado described as follows:

The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, north of the northern boundary of First Street extended; the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15, where not previously vacated; the alley south of Lot 21, Block 15, where not previously vacated; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1, Block 15, south of the southern boundary of First Street extended, where not previously vacated, Town of Ohio City, County of Gunnison, State of Colorado; and

WHEREAS, the vacation of the above described portions of streets and alleys lying within the Town of Ohio City, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portions of streets and alleys lying within the Town of Ohio City; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portions of streets and alleys lying within the Town of Ohio City, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, north of the northern boundary of First Street extended; the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15, where not previously vacated; the alley south of Lot 21, Block 15, where not previously vacated; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1, Block 15, south of the southern boundary of First Street extended, where not previously vacated, Town of Ohio City, County of Gunnison, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portions of streets and alleys lying within the Town of Ohio City shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. This Resolution.
2. Lot Cluster Agreement

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 19th day of April 2022.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes, Mason – [ABSENT], Smith – yes

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Federal Aviation Administration (FAA) Airport Impr

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Federal Aviation Administration and Gunnison County

**Term Begins:** \_\_\_\_\_ **Term Ends:** \_\_\_\_\_ **Grant Contract #:** 3-08-0030-061-2022

**Summary:**

FAA grant offer for FY22 entitlements in the amount of \$1,000,000.00 to be used for the Airport Terminal Rehabilitation.

**Fiscal Impact:** FAA: \$1,000,000; CDOT: \$55,555; Local Share: \$55,556

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

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/3/2022

**County Attorney Review:**  Required  Not Required

Comments:  
Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/3/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/8/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted:

Agenda Date: 6/21/2022



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado,Utah,Wyoming

Denver Airports District  
Office:  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

May 26, 2022

Mr. Jonathan Houck, Chair  
Board of County Commissioners  
Gunnison County  
200 E. Virginia  
Gunnison, Colorado 81230

Dear Commissioner Houck:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0030-061-2022 at Gunnison-Crested Butte Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 1, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ronald Niehoff, (303) 342-1255, ron.niehoff@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller  
Acting Manager, Denver Airports District Office



U.S. Department of Transportation  
Federal Aviation Administration

**FAA Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	May 26, 2022	
Airport/Planning Area	Gunnison-Crested Butte Regional Airport	
FY2022 AIP Grant Number	3-08-0030-061-2022	DOT-FA22NM-1021
Unique Entity Identifier	NSN9FAGKEDJ9	

TO: County of Gunnison, Colorado  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated March 1, 2022, for a grant of Federal funds for a project at or associated with the Gunnison-Crested Butte Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Gunnison-Crested Butte Regional Airport (herein called the "Project") consisting of the following:

**Rehabilitate Terminal Building (Phase 4)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,000,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,000,000 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. **Close Out and Termination**
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 1, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
  13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
  14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
  15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
  16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
  17. **Build America, Buy America**. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
  18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  1. 15 percent; or
  2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. Prohibition of Reprisals
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
      3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
      4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
      5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
      6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

**SPECIAL CONDITIONS**

26. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
27. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
28. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Terminal Building Expansion and Rehabilitation included in the project must not exceed 84 percent of the actual cost of the entire building.
29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Marc Miller

*(Typed Name)*

Acting Manager, Denver ADO

*(Title of FAA Official)*

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<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**COUNTY OF GUNNISON, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>2</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

**EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**2. Responsibility and Authority of the Sponsor.**

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

#### **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

#### **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

#### **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

#### **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Gunnison, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
  - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 1, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Healthy Kids Colorado Survey (HKCS) & Smart Source

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison Watershed REIJ School District

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HKCS 2022 data use agreement between Juvenile Services and the school district.

**Fiscal Impact:**

**Submitted by:** Emily Mirza

**Submitter's Email Address:** emirza@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/2/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/3/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/21/2022

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# Data Use Agreement

## Healthy Kids Colorado Survey & Smart Source

Updated April 2022

### Purpose of Data Use Agreement

The Healthy Kids Colorado Survey (HKCS) is a statewide youth survey that assesses the health-related attitudes and behaviors of middle school and high school students in Colorado. Smart Source is an assessment of school health and wellness best practices completed by a team of school staff. Schools and communities frequently use these survey results to support needs assessment and program evaluation work. A third party, such as a community coalition, local government agency, non-profit, etc. (herein referred to as “partner”), may request results from a school or district to use in conducting this work.

We encourage schools/districts and their partners to use a Data Use Agreement (DUA), such as this template, to stipulate which results are shared and how those results are used by the partner. We encourage schools/districts to seek the appropriate official to sign the DUA.

### Background on Results

- A. The analysis of HKCS and Smart Source data is conducted by the Colorado School of Public Health (CSPH) School and Youth Survey Team at the University of Colorado Anschutz Medical Campus (herein referred to as “CSPH Team.”)
- B. No individual student identifiers are collected; therefore, information on individual students is never reported.
- C. In order to protect student confidentiality in the HKCS, data suppression criteria are implemented. Criteria typically include when an estimate is 0% or 100%, if the number in the numerator is 3 or fewer, or the number in the denominator is 30 or fewer, unless otherwise agreed.

### Conditions of Releasing Results

- A. The CSPH Team will not release school- or district-level results outside of the school or district without a signed DUA. Reports will be released only to the recipients identified in the DUA.
- B. Only an Authorized District/School Official can sign the DUA. An Authorized District/School Official is a person at the school or district level with the authority to release sensitive results or enter into data sharing agreements with other entities, such as a Superintendent or Principal, Director of Research, Director of Data, or similar title.
- C. By signing this DUA, the Authorized District/School Official:
  - i. Agrees that upon receipt of the signed DUA, the CSPH Team will share an electronic copy of the specified HKCS and/or Smart Source report(s) with the recipient(s) listed below.
  - ii. Understands that the district/school is responsible for establishing agreements with identified recipients concerning the use of results, under the stipulations of this DUA (described in detail on page 2).

### Report Names and Descriptions

- **HKCS Frequency Report** – Longest report that contains data for each indicator on the survey. This report is created for each school that participates and for district aggregates, with separate reports for middle school and high school levels (when available). Special requests for other aggregates, for example that combine districts, may also exist in this format.
- **HKCS Snapshot** – Shortest report (5 pages) with select indicators represented in tables and figures next to state and regional comparisons (when available). This report is created for each school that participates and for district aggregates, with separate reports for middle school and high school levels.
- **HKCS Trend Report** – Districts that have participated in HKCS consecutively for three or more survey cycles, starting in 2015 or later, will receive a trend report. This report contains estimates for indicators that are consistent across all included HKCS administrations with a correlating trend (i.e., increasing, decreasing, no change) for each indicator.
- **Paired Indicator Report** – For schools and districts that participate in both HKCS and Smart Source, a short report that pairs indicators for each survey by topic area. Used to help align student-level health data with school-level health practices, for planning and prioritizing wellness efforts.
- **Smart Source Immediate Report** – Returned to participating schools within one week of survey submission. Includes the school’s response to each indicator as compared to best practice.
- **Smart Source Final Report** – Includes two report types, PDF and spreadsheet, that include district, regional, and state comparisons (when available). Created for each participating school and district. Year-to-year comparisons are available in the spreadsheet report.

**Report(s)/Results to be released** (add additional rows as needed):

<b>Report(s) or results to be released</b> <i>School or District name, year(s), report title (see list of examples on pg. 1)</i>	<b>Recipient Name</b>	<b>Recipient Email</b>
HKCS Frequency Report - District and all schools, 2022	Gunnison County Juvenile Services	kcommerford@gunnisoncounty.org
HKCS Snapshot Report- District and all schools, 2022	Gunnison County Juvenile Services	kcommerford@gunnisoncounty.org
HKCS Trend Report- District and all schools, 2022	Gunnison County Juvenile Services	kcommerford@gunnisoncounty.org
Paired Indicator Report- District and all schools, 2022	Gunnison County Juvenile Services	kcommerford@gunnisoncounty.org

**Describe how the partner/recipient plans to use the results.** We encourage schools and partners to discuss the limits of sharing and describe in detail how results and reports can be used and document that below.

<p><b>Internal (e.g., grant applications, setting benchmarks, informing needs assessment and planning, providing technical assistance to the school)</b> Grant applications, setting goals/objectives, needs assessments, planning, programming and providing support, education and programming to the school district.</p>
<p><b>External (e.g., community presentations, reports to the community)</b> Community and parent education/trainings/presentations, community data report, social norming campaigns, GCSAPP coalition work, and youth engagement.</p>

**Signatures**

By signing below, the Authorized District/School Official acknowledges that they have read the Data Use Agreement (DUA) and understands that the DUA gives permission for the CSPH Team to release the reports named above to the listed recipients.

Leslie Nichols  
Signature of District/School Official

\_\_\_\_\_  
Signature of Partner Organization Official

\_\_Leslie Nichols\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_Superintendent, Gunnison Watershed School District\_\_\_\_  
Printed Title & District/School Name

\_\_\_\_\_  
Printed Title & Organization Name

\_\_6/1/2022\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Intergovernmental Agreement Re: Nurse Home Visitor

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County Health and Human Services and Montrose County Public Health

**Term Begins:** july 1 2022

**Term Ends:**

**Grant Contract #:** 01550000G3050

**Summary:**

We do an IGA with montrose , they have the actual grant with the state. This pays for our NFP nurse to do visits in Gunnison County

**Fiscal Impact:** 91340

**Submitted by:** ariel tidwell

**Submitter's Email Address:** atidwell@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 5/12/2022

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/6/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/8/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/21/2022

**INTERGOVERNMENTAL AGREEMENT  
RE: NURSE HOME VISITOR PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** shall be effective as of July 1, 2022, between the County of Montrose, by and through its Board of County Commissioners (“Montrose”), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison”), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230 (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, Montrose County entered into a Contract dated July 1, 2019 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program (“NHVP”) for several area counties, including Gunnison County. The Original Contract 20 IHIA 129469 is attached hereto as Exhibit 1 and incorporated herein (“Original Contract”). A copy of Contract Amendment #7 to Original Contract 22 IHIA 168233, effective as of June 30, 2022, is attached as Exhibit 2 and incorporated herein. Together, these agreements are collectively referred to herein as “State Task Order;” and

**WHEREAS**, such State Task Order allocates monies for provision of NHVP services in Gunnison County;

**WHEREAS**, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order; and

**WHEREAS**, CRS § 29-1-203 authorizes the Parties to enter into this Intergovernmental Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

**SECTION I.  
DESCRIPTION OF WORK**

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits 1 and 2), and with all Federal, State and Municipal laws, rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

**SECTION II.  
PAYMENTS**

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed \$91,340, which is the total amount allocated in Fiscal Year 2022-2023 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP.

**SECTION III.  
RELATIONSHIP OF PARTIES**

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither party, nor any agent or employee of party, shall be deemed to be an agent or employee of the other. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Both Parties acknowledges that their employees are not entitled to unemployment insurance benefits

Neither Party shall have authorization, express or implied, to bind the other to any agreements, liability, or understanding, except as expressly set forth herein.

**SECTION IV.  
INSURANCE, LICENSING, LIABILITY**

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law, and shall maintain all insurance required by the State Task Order. Both Parties acknowledges that they shall be solely responsible for the acts of their own officials, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

**SECTION V.  
DURATION; TERMINATION**

The term of this Intergovernmental Agreement shall commence on July 1, 2022, and shall continue through June 30, 2023. The term of this Intergovernmental Agreement may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

#### **SECTION VI. SUPERVISION**

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

#### **SECTION VII. STATE APPROVAL**

Pursuant to Paragraph 18(b) of the Original Contract, this Agreement is contingent and effective only upon the written consent of the State of Colorado, which Montrose shall obtain prior to Gunnison's execution of this Agreement. The Parties acknowledge and agree that this Agreement is subject to the provisions of the Original Contract and any amendments thereto.

#### **SECTION VIII. GENERAL PROVISIONS**

1. The Parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the Parties.
2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the Parties hereto respectively.
3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both Parties.
4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the Parties.
5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both Parties under Colorado statute or other laws.
6. 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.

IN WITNESS WHEREOF, the respective Parties have set their signatures effective the day and year last signed below.

**MONTROSE COUNTY  
PUBLIC HEALTH**

*Jim Austin*  
Jim Austin, Director

DATE: 06/03/2022

**MONTROSE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

*Keith Caddy*  
Keith Caddy, Chair

DATE: 6/3/2022



ATTEST: *Dorence Oudoff*  
Deputy Clerk to the Board

DATE: 6/3/2022

**GUNNISON COUNTY  
HEALTH & HUMAN SERVICES**

\_\_\_\_\_  
Joni Reynolds, Director

DATE: \_\_\_\_\_

**GUNNISON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

DATE: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Deputy Clerk to the Board



STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

<p><b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of Community and Family Support</p>	<p><b>Contractor</b> Montrose County Department of Health and Human Services Contractor's State of Incorporation: Colorado</p>
<p><b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 \$625,749* Extension Terms N/A</p> <p>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed \$50,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.</p> <p>Maximum Amount for All Fiscal Years \$625,749*</p>	<p><b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2019</p> <p><b>Initial Contract Expiration Date</b> June 30, 2020</p> <p>Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund</p>	<p><b>Options</b> The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>
<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §12:</p> <p>Worker's Compensation: Yes General Liability: Yes Automobile Liability: <b>Yes</b> Protected Information: <b>Yes</b> Professional Liability Insurance: <b>No</b> Crime Insurance: <b>No</b></p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: C.R.S. 26-6.4-107. Law-Specified Vendor Statute (if any): C.R.S. 26-6.4-107 Procurement Method: Law Specified Solicitation Number (if any): N/A</p>
<p><b>State Representative</b> Julie Becker, Home Visiting Program Director Colorado Department of Human Services, Office of Early Childhood, Division of Community and Family Support 1575 Sherman Street, 1<sup>st</sup> Floor Denver, CO 80203 Phone - 303-866-5205; Email - julie.becker@state.co.us</p>	<p><b>Contractor Representative</b> Theresa Balet 1845 South Townsend Avenue Montrose, CO 81401 Phone - 970-252-5015 Email - tbalet@montrosecounty.net</p>

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work

Exhibit B - Budget

Exhibit C - Additional Provisions

Exhibit D - HIPAA Business Associate Addendum

Exhibit E - Critical Incident Reporting

**Contract Purpose**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b></p> <p>Montrose County Department of Health and Human Services</p> <p align="center"><i>Sue Hansen</i></p> <hr/> <p>By: Sue Hansen, Chair, Board of County Commissioners</p> <p>Date: <u>5-22-19</u></p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Mary Anne Snyder, Director, Office of Early Childhood</p> <p>Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <hr/> <p align="center">By: _____</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b></p> <p align="center">Phil Weiser, Attorney General</p> <hr/> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">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 align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p align="center">By: _____ Clint Woodruff / Andrea Eurich / Travis Yoder</p> <p align="center">Effective Date: _____</p>	

-- Signature and Cover Pages End --

**TABLE OF CONTENTS**

SIGNATURE AND COVER PAGES..... 1

1. PARTIES ..... 4

2. TERM AND EFFECTIVE DATE..... 4

3. DEFINITIONS ..... 6

4. STATEMENT OF WORK ..... 9

5. PAYMENTS TO CONTRACTOR ..... 9

6. REPORTING - NOTIFICATION ..... 10

7. CONTRACTOR RECORDS..... 11

8. CONFIDENTIAL INFORMATION-STATE RECORDS..... 12

9. CONFLICTS OF INTEREST..... 13

10. INSURANCE ..... 14

11. BREACH OF CONTRACT ..... 16

12. REMEDIES ..... 17

13. STATE’S RIGHT OF REMOVAL ..... 18

14. DISPUTE RESOLUTION..... 18

15. NOTICES AND REPRESENTATIVES ..... 19

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.. **ERROR! BOOKMARK NOT DEFINED.**

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM ..... 20

18. GENERAL PROVISIONS ..... 21

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)..... 24

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS..... 27

21. SAMPLE OPTION LETTER (IF APPLICABLE)..... 29

**1. PARTIES**

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). 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 Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages 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**

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then 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, 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 §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, 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 §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 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 the 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.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §15. 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.A.i.a.

**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 which 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 §24-11-101(1) C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **"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. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **"End of Term Extension"** means the time period defined in §2.D.

- 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 Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then 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 Signature and Cover Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“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.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State 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.
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“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.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R. **“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. **“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.

- T. “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.
- U. “State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. “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.
- W. “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.
- X. “Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. “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.

- Z.** “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- AA.** “**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.

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. 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.

#### **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 term shown on the Signature and Cover Pages for this Contract.

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- 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 the 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 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. 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.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this 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 §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to §17 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 at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

**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 5 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 Signature and Cover Pages as provided in §15.

**C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**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 3 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 2 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 CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the 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 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.

**D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.**

**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 to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

**A. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**B. 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.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**E. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. 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.

**G. 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.

**H. Cancellation**

The above 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 §15 within 7 days of Contractor's receipt of such notice.

**I. Subrogation Waiver**

All 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.

**J. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K. Certificates**

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 section.

**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 the

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. 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. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, 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.

## 14. 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 §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (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.

## 15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages 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 Signature and Cover Pages for 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 Signature and Cover Pages for 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 below. 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.

## 16. 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 works 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.

## 17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 18. 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

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by 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 §18.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. Order of Precedence**

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. 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.

**M. 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 the Contract.

**N. Survival of Certain Contract Terms**

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

**O. 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.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.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 the Contract, and do not create any rights for such third parties.

**Q. 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.

**R. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**S. 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.

**T. 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.

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

**ii. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

**iv. Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

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. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental

Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**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. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a

Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 *et seq.*, Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 *et seq.*

**C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
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	<b>Contract Performance Beginning Date</b> Month Day, Year
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> 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><b>STATE OF COLORADO</b> Jared Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></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 style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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<b>STATEMENT OF WORK</b>
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**These provisions are to be read and interpreted in conjunction with the provisions of the Amendment specified above.**

**I. Project Description:**

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Human Services, which shall be responsible for financial administration of the program, and a health sciences facility at the University of Colorado, which shall be responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

**II. Performance Requirements/Deliverables:**

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference.
  - Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
  - Colorado Nurse Home Visitor Program Fiscal Compliance Requirements
  - Rules Concerning the Nurse Home Visitor Program
  - State of Colorado Fiscal Rules
  - Generally Accepted Accounting Principles
2. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which shall be monitored by the health sciences facility.
3. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor's Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.
4. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the budget, **Exhibit B**.
5. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDHS as provided in the attached Budget, **Exhibit B**.
6. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures.
7. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Healthy Communities, Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed;

provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

8. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Supervisor or fiscal staff and shall require any new NHVP Nurse Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.
9. In order to fulfill model requirements as an implementation site for the Nurse-Family Partnership home visiting program, Contractor shall comply with all elements of the Nurse Home Visitor Program Application Review Summary which is submitted to and monitored by the University of Colorado.

### III. Monitoring:

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager (State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

### IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager (State Representative)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

### V. Performance Measures and Monitoring

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:
  - Contractor maintains a caseload commensurate with funding allocation throughout the contract period.
  - Contractor's cost reimbursement requests will be accurate and submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).



**Colorado Department of Human Services  
Office of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Montrose County Department of Health & Human Services
<b>Budget Period</b>	July 1, 2019 - June 30, 2020
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counties Served</b>	Montrose, Delta, Ouray, San Miguel, Gunnison

<b>Program Contact Name, Title Phone Email</b>	Theresa Balet, FNP, NFP Supervisor 970 252 5015 tbalet@montrosecounty.net
<b>Fiscal Contact Name, Title Phone Email</b>	Kevin Miller, County Finance 970 252 5062 kmiller@montrosecounty.net
<b>Funded Caseload</b>	80

Expenditure Categories							FY 2019-2020		
Personnel Services - Salaried Employees							A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Position Title/ Employee Name	Description of Work (fringe for all employees includes workers' comp, FICA, Medicare, Unemployment, LTD, retirement & Health Benefits)*	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project				
Theresa Balet, NFP Program Supervisor and Manager (salary)	Supervisors & manages all operations for the program site. Carries a small caseload.	\$73,842	\$11,614	90%	\$76,910	\$0	\$0	\$76,910	
Kimberly Cook, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$64,992	\$19,940	100%	\$84,932	\$0	\$0	\$84,932	
Sheila Olson, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$69,934	\$20,967	100%	\$90,901	\$0	\$0	\$90,901	
Valerie Stone, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$44,928	\$14,719	100%	\$59,647	\$0	\$0	\$59,647	
Veronica Martiniez-Erie, Admin Assistant and interpreter	Responsible for data entry, MC billing, program support and interpreter for our Spanish speaking clients.	\$38,815	\$15,305	70%	\$37,884	\$0	\$0	\$37,884	
Vivian Sisneros, billing	Assists with billing at the county level.	\$41,854	\$14,719	5%	\$2,829	\$0	\$0	\$2,829	
<b>1. Total Personnel Services (including fringe benefits)</b>						<b>\$353,103</b>	<b>\$0</b>	<b>\$353,103</b>	
Supplies & Operating Expenses							FY 2019-2020		
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
Office Operating Expenses (i.e. supplies)	Used to purchase materials for program, such as pens, paper, folders, binders and additional office supplies					\$0	\$0	\$2,700	
Client Support Materials	Includes gifts for clients and children to promote emotional & social development, safety & positive relationships					\$0	\$0	\$5,400	
Printing & Publications	Printing of necessary forms and materials for the program					\$0	\$0	\$2,200	
Postal & Shipping Services	Covers cost for mailing and shipping of documents to clients or partnering sites and programs					\$0	\$0	\$200	
Communications (cellular, network services)	Covers costs for phone services, long distance, cell services and data plans for tablets					\$0	\$0	\$2,200	
Required Model Materials	Covers costs of forms and required materials used during home visits and data collection					\$0	\$0	\$2,200	
Computers or laptops w/software	Covers costs to update software as needed					\$0	\$0	\$1,400	
Rent, maintenance, utilities (not included in indirect)	Covers costs for NFP offices in the HHS building					\$0	\$0	\$500	
<b>2. Total Supplies &amp; Operating Expenses</b>						<b>\$0</b>	<b>\$0</b>	<b>\$15,165</b>	
								<b>\$29,765</b>	

Training and Technical Assistance							FY 2019-2020		
Item	Description of Item	Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
Program Support Fee	Required cost for NFP	Supervisor	\$8,580	1	\$8,580	\$0	\$0	\$8,580	
DANCE Education	Cost covers required NFP training	NHV	\$625	1	\$625	\$0	\$0	\$625	
DANCE Licensing	Cost covers required NFP training materials	NHV	\$60	4	\$240	\$0	\$0	\$240	
Nurse Consultation, 1st Supervisor	Required cost for NFP	Supervisor	\$3,796	1	\$3,796	\$0	\$0	\$3,796	
Administrator Education	NFP training for Administrator	Administrator	\$585	1	\$585	\$0	\$0	\$585	
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor	\$600	5	\$3,000	\$0	\$0	\$3,000	
<b>3. Total Training and Technical Assistance</b>						\$0	\$0	<b>\$16,826</b>	
<b>Equipment (Over \$5,000 Per Item)</b>						<b>FY 2019-2020</b>			
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
	No costs in this category will be reimbursed by CDHS.					\$0	\$0	\$0	
<b>Travel</b>						<b>FY 2019-2020</b>			
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
State Supervisor Meetings	Covers cost of travel, per diem and hotels for Supervisor to attend 3 State Supervisor meetings in Denver each year.					\$0	\$0	\$3,000	
NFP Training and Travel	Covers costs of travel to meetings and classes, as well as hotel and per diem for meals when overnight is required.					\$0	\$0	\$3,500	
County Vehicle Charges	County vehicles are used for all travel, including home visits. These charges covers fleet charges and replacement accrual as well as motor pool expenses and mileage reimbursement when personal cars are used.					\$0	\$0	\$16,000	
Public Health in the Rockies Conference	Cost for one nurse to attend Public Health in the Rockies Conference					\$0	\$0	\$1,000	
<b>5. Total Travel</b>						\$0	\$0	<b>\$23,500</b>	
<b>Contractors/Consultants (payments to third parties or entities)</b>						<b>FY 2019-2020</b>			
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
Gunnison County NFP Contract Supplies & Operating Expenses	This cost covers program costs for NHV in Gunnison @ 0.75 FTE and includes. salary and benefits. Covers costs for Gunnison County contractor office supplies, postage, photocopy, printing & publications, cell phone, translator, etc.					\$0	\$0	\$65,411	
Travel & Transportation	Covers costs for Gunnison County contractor transportation, motor pool expenses & travel to meetings, professional development, hotel, and per diem.					\$0	\$0	\$3,300	
IT	Covers IT support for Gunnison NHV					\$0	\$0	\$1,894	
Outside Services	Covers costs for consultation with Mental health providers when dealing with challenging clients					\$0	\$0	\$500	
<b>6. Total Contractors/Consultants</b>						\$0	\$0	<b>\$77,405</b>	
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						\$0	\$0	<b>\$500,599</b>	

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		FY 2019-2020		
		A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Item	Description of Item			
State Federal Indirect cost rate	25% cap of modified total direct costs (Negotiated rate with CDPHE is 60%)	\$0	\$0	\$125,150
<b>Total Indirect</b>		\$0	\$0	\$125,150
<b>TOTAL</b>		\$0	\$0	\$625,749

## ADDITIONAL PROVISIONS

### 1. SERVICE PROVISIONS

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

### 2. GOALS AND OBJECTIVES

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

### 3. COPY OF SUBCONTRACT

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

### 4. PAYMENT

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

- A. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- D. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- E. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

### 5. PARTICIPATION

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

## 6. SUPPLANTING

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

## 7. BUDGET CHANGES

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

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

## 8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources> or State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources> or State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

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

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

## 9. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A. Payment for Nurse Home Visitor Program (NHVP) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$50,000 (FY20), to be utilized for NHVP as follows:
- i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their FY 19-20 budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.
  - iii. Operational items not included in their FY19-20 budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their FY 19-20 budgets, but rather utilize the GAE in order to purchase necessary items for new staff.

It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

- B. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C. Invoices shall be submitted separately for pre-approved expenditures.
- i. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

## EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

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

### 1. PURPOSE

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

### 2. DEFINITIONS

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

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

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

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

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
  - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
  - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

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

m. Safeguard During Transmission.

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

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

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

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

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

#### 5. TERMINATION

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

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

## 6. INJUNCTIVE RELIEF

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

## 7. LIMITATION OF LIABILITY

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

## 8. DISCLAIMER

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

## 9. CERTIFICATION

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

## 10. AMENDMENT

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

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

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

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

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

## 13. SURVIVAL

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

# APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

## 1. PURPOSE

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

## 2. ADDITIONAL TERMS

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

## **Critical Incident Reporting**

Within 48 hours of the occurrence of a critical incident involving any child or client and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report known details of the critical incident to the OEC Program Manager for the involved family support program. The OEC acknowledges that frequently information unfolds over time and may require clarification as more details are identified. Critical incidents may include, but are not limited to: awareness of an egregious incident or suspected incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; potential negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

It is required to report any critical incident *within 48 hours* of the occurrence with specific and accurate details pertaining to the incident. Failure to report a critical incident to the Office of Early Childhood Home Visiting Unit may result in breach of contract.

Examples of situations which may qualify as a critical incident are detailed below. This list is not exhaustive and additional situations may also qualify. *If you are unsure if an instance requires reporting, contact the CDHS Home Visiting Director and/or CDHS Program Manager as soon as possible for guidance.*

- Falsification of client records
- Suspected financial fraud (including a pattern of mistakes calculating mileage reimbursement)
- Intoxication of an on-duty Home Visiting staff member
- Home Visiting staff member deemed not fit for duty
- Termination of employee
- Near death of a child or death of a child
- Severe injury to a child, severe illness of a child which may result in fatality
- Subpoenas for HV staff to attend court in relation to client situation, or request for HV staff to provide depositions or taped testimony in client case related to cases of abuse or neglect

### **Reporting requirements**

Contracted agency is required to notify the Home Visiting Unit Director and/or the Home Visiting Program Manager within 48 hours' notice of critical incident via phone call or written documentation via e-mail. Agency is required to submit written documentation of the incident or to provide the information requested via phone.

### **Critical incident information sharing policy**

1. Home Visiting Program Director and/or Program Manager is notified of critical incident within 48 hours.
2. If Home Visiting Program Director and / or Program Manager is notified of critical incident by phone, they document communication regarding the critical incident in writing.

3. Home Visiting Program Director and / or Program Manager will ask site what supports they need based on the incident. For example: sites may request additional funding if needing mental health support for a Home Visitor and/or Supervisor upon a notification of a child fatality.
3. Any notification of the critical incident shared by e-mail will be encrypted per contracted agency's requirements.
4. Home Visiting Program Director and/or Program Manager notify Office of Early Childhood Division of Community and Family Support Division Director, Office of Early Childhood Director, and Communications and Project Manager, within 48 hours of report from site.
4. If incident has a possibility of having Child Welfare implications, Home Visiting Program Director and / or Program Manager shall share report with the Child Maltreatment Prevention Unit Director and the Child Protection Services Manager to ensure all appropriate steps have been completed for Child Welfare reporting.
5. In instances where financial fraud or infraction to contractual provisions are suspected, information shall be shared with the OEC CFO and Contracts Manager.

**Site implications**

- Termination of HV staff will be recommended by the OEC if a critical incident includes the following:
  - Falsification of client records
  - Falsification of documentation
  - Financial fraud of any kind



**CONTRACT AMENDMENT #7**

**SIGNATURE AND COVER PAGE**

<p><b>State Agency</b> Colorado Department of Early Childhood 1575 Sherman Street, 1<sup>st</sup> Floor Denver, CO 80203</p>	<p><b>Original Contract Number</b> 20 IHIA 129469</p>
<p><b>Contractor</b> Montrose County Department of Health and Human Services 1845 South Townsend Avenue Montrose, CO 81401</p>	<p><b>Amendment Contract Number</b> 23 QAAA 174965</p>
<p><b>Current Contract Maximum Amount</b> Initial Term</p> <p>State Fiscal Year 2020 <span style="float: right;">\$709,504*</span> *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).</p> <p>Extension Terms</p> <p>State Fiscal Year 2021 <span style="float: right;">\$674,574*</span> *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).</p> <p>State Fiscal Year 2022 <span style="float: right;">\$695,276*</span> *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).</p> <p>State Fiscal Year 2023 <span style="float: right;">\$679,691*</span> *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).</p> <p>Total for All State Fiscal Years <span style="float: right;">\$2,759,045</span></p>	<p><b>Contract Performance Beginning Date</b> July 1, 2019</p> <p><b>Current Contract Expiration Date</b> June 30, 2023</p>

**Signature Page begins on next page →**



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

<p align="center"><b>CONTRACTOR</b></p> <p>Montrose County Department of Health and Human Services</p>   <p>_____</p> <p>By: Keith Caddy, Montrose County Commissioner</p>  <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared Polis, Governor Colorado Department of Early Childhood</p>   <p>Signed: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>  <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: \_\_\_\_\_

**-- Signature and Cover Pages End --**



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract expiration date, increase funds for services to be provided in SFY23, increases funds for the NHVP GAE, and amends Exhibits A, B and C.

**5. MODIFICATIONS**

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

**A. Extend the Contract Expiration Date from June 30, 2022 to June 30, 2023.**

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

**B. Increase the Contract Amount for SFY23 by \$679,691 and Increases the Maximum Amount for All State Fiscal Years from \$2,079,354 to \$2,759,045.**

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 on the Signature and Cover Page for this Amendment.



**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit B – of the Original Contract.

**E. Exhibit C – Additional Provisions**

Exhibit C – Amendment #7, which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment #6 of the Original Contract.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

## Scope of Work

### Nurse Home Visitor Program

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

#### **I. Project Description:**

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Early Childhood, which shall be responsible for financial administration of the program, and a health sciences facility at the University of Colorado, which shall be responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

#### **II. Performance Requirements/Deliverables:**

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith.

For fiscal management to be “acceptable” it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference.

- Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
- Colorado Nurse Home Visitor Program Fiscal Compliance Requirements
- Rules Concerning the Nurse Home Visitor Program
- State of Colorado Fiscal Rules
- Generally Accepted Accounting Principles

2. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which shall be monitored by the health sciences facility.

3. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor’s Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.

4. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the budget, **Exhibit B**.

5. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDEC as provided in the attached Budget, **Exhibit B**.

6. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures.

7. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Healthy Communities, Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

8. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Supervisor or fiscal staff and shall require any new NHVP Nurse Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.

9. In order to fulfill model requirements as an implementation site for the Nurse-Family Partnership home visiting program, Contractor shall comply with all elements of the Nurse Home Visitor Program Application Review Summary which is submitted to and monitored by the University of Colorado.

### **III. Monitoring:**

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager (State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

### **IV. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager (State Representative)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

### **V. Performance Measures and Monitoring**

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:

- Contractor maintains a caseload commensurate with funding allocation throughout the contract period.
- Contractor's cost reimbursement requests will be accurate and submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Montrose County
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counites Served</b>	Montrose, Delta, Ouray, San Miguel, Gunnison

<b>Program Contact Name, Title</b>	Brenda Oliver, MSN
<b>Phone</b>	970-252-5015
<b>Email</b>	<a href="mailto:boliver@montrosecounty.net">boliver@montrosecounty.net</a>
<b>Fiscal Contact Name, Title</b>	Kevin Miller, Senior Accountant
<b>Phone</b>	970-252-5062
<b>Email</b>	<a href="mailto:kmiller@montrosecounty.net">kmiller@montrosecounty.net</a>
<b>Funded Caseload</b>	85

Expenditure Categories								
Personnel Services - Salaried Employees						SFY 2023		
Position Title	Fringe Benefits Include: Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
<b>Individual Nursing staff salary not to exceed \$xxx,xxx (A Contract Amendment is required if any additional funds are added to the total contract amount)</b>								
Nursing Staff includes X Nurse Supervisors and XX Nurse Home Visitors	Overall Program implementation and home visiting service delivery				\$348,391	\$0	\$0	\$348,391
<b>Non Nursing Staff</b>								
Admin Asst	Clerical (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$46,537	\$18,474	10%	\$6,501	\$0	\$0	\$6,501
Admin Asst	Clerical (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$43,600	\$18,057	70%	\$43,160	\$0	\$0	\$43,160
Accounting Tech	Billing (Retirement, Benefit Pool, LTC Ins, EAP, Workers Compensation, Unemployment Ins, EE Taxes)	\$58,073	\$15,961	15%	\$11,105	\$0	\$0	\$11,105
<b>1b. Non Nursing Staff Total</b>					<b>\$60,766</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,766</b>
<b>1. Total Personnel Services (including fringe benefits)</b>					<b>\$ 409,157.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 409,157.00</b>
Supplies & Operating Expenses						SFY 2023		
Item	Description of Item				A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Office Operating Expenses (i.e. supplies)	Office and misc. supplies, operating supplies: folders, pens, paper, general office supplies				\$0	\$0	\$3,000	
Client Support Materials	Materials for clients & child to promote safety, development and (+) parenting				\$0	\$0	\$9,000	
Printing & Publications	Printing necessary for forms and materials to support clients and program				\$0	\$0	\$500	
Postal & Shipping Services	Mailing costs to send program materials to clients, Public Health fee for partial cost of new postage machine				\$0	\$0	\$400	
Communications (cellular, network services)	Cell service, MiFi, internet, hot spots, etc				\$0	\$0	\$1,000	
Medical Supplies	Face masks, hand sanitizer, replacement equipment: B/P cuffs, stethoscopes/therometers				\$0	\$0	\$300	
Technology (laptops, computers, tablets)	Laptop computers, Second screen, keyboards, mouse				\$0	\$0	\$1,500	
Facility maintenance	Facilities maintenance charges for the space the NHVP team utilizes				\$0	\$0	\$16,500	
Non Capital Furniture and Equipment	Replacement of lactina's, office furniture, and equipment as needed				\$0	\$0	\$7,000	
<b>2. Total Supplies &amp; Operating Expenses</b>					<b>\$0</b>	<b>\$0</b>	<b>\$39,200</b>	
Training and Technical Assistance						SFY 2023		
Item	Description of Item				A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Program Support Fee- All Teams	NSO Annual Program Support Fee For All Teams				\$19,776	\$0	\$19,776	
NSO Education Fees	Required NSO fees for new nurses, supervisors and/or administrators				\$11,104	\$0	\$11,104	
Dance Education & Licensing	Required Dance licencing and education fees				\$4	\$0	\$1,630	
Professional Development	All other professional development for NHVP team				\$8,350	\$0	\$8,700	
<b>3. Total Training and Technical Assistance</b>					<b>\$39,234</b>	<b>\$0</b>	<b>\$41,210</b>	
Equipment (Over \$5,000 Per Item)						SFY 2023		
Name	Description of Item				A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
No costs in this category shall be reimbursed by CDEC						\$0	\$0	\$0
<b>4. Total Equipment</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Travel						SFY 2023		
Item	Description of Item				A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)	
Visit Outreach Mileage	Visits to West end and Gunnison to support & PR for Region 10				\$0	\$0	\$2,000	
Travel to Attend Symposium and/or "Live" Trainings	Lodging, meals, mileage, registration fees, airfare (5 NFP staff)				\$0	\$0	\$13,500	
County Fleet Vehicle	County fleet vehicle charges: Maintence, motor pool expenses & Replacement accrual fee, NHV travel expense, & mileage reimbursement when personal car				\$0	\$0	\$18,187	
<b>5. Total Travel</b>					<b>\$0</b>	<b>\$0</b>	<b>\$33,687</b>	

Contractors/Consultants (payments to third parties or entities)		SFY 2023		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
Gunnison County NFP Contract	Salary/Fringe, office supplies, postage, photo copies, Travel/transportation, other professional services, registration for education/conferences, advertising/legal, computer services	\$0	\$0	\$91,340
Outside consultation/ Mental Health	Consultation for 6 formal case conferences 2022-2023	\$0	\$0	\$1,500
<b>6. Total Contractors/Consultants</b>		<b>\$0</b>	<b>\$0</b>	<b>\$92,840</b>
<b>TOTAL DIRECT COSTS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$616,094</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		<b>\$0</b>	<b>\$0</b>	<b>\$529,978</b>
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. <b>REMOVE PROGRAM SUPPORT FEES AND UP TO THE FIRST \$25,000 OF SUBAWARD</b>				
Indirect Costs		SFY 2023		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDEC Funding (NHVP)
State Federal Indirect cost rate	12% Rate Based on MTDC	\$0	\$0	\$63,597
<b>Total Indirect</b>		<b>\$0</b>	<b>\$0</b>	<b>\$63,597</b>
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$679,691</b>

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

## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

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

### **2. GOALS AND OBJECTIVES**

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

### **3. COPY OF SUBCONTRACT**

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

### **4. PAYMENT**

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

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

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to

[CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

## 5. PARTICIPATION

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

## 6. SUPPLANTING

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

## 7. BUDGET CHANGES

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

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

## 8. TRAVEL

- A. Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## **9. CRITICAL INCIDENT REPORTING**

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

## **10. MANDATED REPORTING**

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

## **11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A. Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
  - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.
  - iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.



- iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.
- v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.

**B.** Please refer to Page 1 for the amount available under the GAE for the current year.

**C.** It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

- i. Please refer to Page 1 for the amount available under the GAE for the current year.

**D.** Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

**E.** Invoices shall be submitted separately for pre-approved expenditures.

- i. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

### **13. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.



- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Application and Schedule for Excess Loss Insurance

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:** 01/01/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Signature requested for the 2022 stop loss (excess loss) insurance. Attached the stop loss contract from 2021 and 2020 that are being replaced effective 01/01/2022.

**Fiscal Impact:** Specific Deductible (per person): \$60,000

**Submitted by:** Lauren Trautz

**Submitter's Email Address:** ltrautz@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/29/2022

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/8/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 6/21/2022

**APPLICATION AND SCHEDULE FOR  
EXCESS LOSS INSURANCE**

**GERBER LIFE INSURANCE COMPANY  
WHITE PLAINS, NY 10605**

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

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1. Contract Number: GL-0104-VU

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2. Contractholder: Gunnison County

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3. Address: 200 East Virginia Avenue

City: Gunnison State: CO Zip Code: 81230

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4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):  
N/A

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5. Name and Address of Designated Third Party Administrator:

Group & Pension Administrators Park Central 8, 12770 Merit Drive, Suite 200 Dallas, TX 75251

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6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

81 Singles, 18 Employee plus Spouse, 7 Employee plus Child(ren), and 27 Families (or)  
133 Composite

6. (a) Eligible employees: 81 Singles, 18 Employee plus Spouse, 7 Employee plus Child(ren), and 27 Families (or) 133 Composite

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**7. GENERAL SCHEDULE OPTIONS:**

(a) Contract Period 01/01/2022 to 12/31/2022  
Effective date Termination date

(b) \*Disabled Persons  are  are not covered.  
\*Retired Employees  are  are not covered.  
\*Cobra Continuees  are  are not covered.  
\*(required to be disclosed)

(c) Aggregate Benefit  Yes  No  
Benefit Period: Employee Benefit Plan expenses must be  
Incurred from 01/01/2021 through 12/31/2022, and  
Paid from 01/01/2022 through 12/31/2022.  
Claims Incurred prior to the Contract Effective Date are limited to: \$ N/A  
Claims Paid after the end of the Contract Period are limited to: \$ N/A

7. **GENERAL OPTIONS: (Continued)**

Aggregate eligible expenses include:

<input checked="" type="checkbox"/>	Medical	<input checked="" type="checkbox"/>	Prescription Card Service
<input type="checkbox"/>	Dental Care	<input type="checkbox"/>	Weekly Disability Income
<input type="checkbox"/>	Vision Care	<input type="checkbox"/>	Other _____

Aggregate Monthly Factor per single Employee:	<u>\$ 1,013.83</u>
Employee plus Spouse:	<u>\$ 2,019.54</u>
Employee plus Child(ren):	<u>\$ 1,787.36</u>
Family:	<u>\$ 3,033.35</u>
Composite:	<u>\$ N/A</u>
Aggregate Payable Percentage (excess of Deductible):	<u>100%</u>
Maximum Eligible Claim Expense Per Covered Person:	<u>\$ 60,000</u>
Minimum Aggregate Deductible:	<u>\$ 2,554,607</u>
Maximum Aggregate Benefit (excess of Deductible):	<u>\$ 1,000,000</u>

Optional Benefits  Yes  No

(d) Specific Benefit  Yes  No

Medical only  Medical & Prescription Drug only   
 Benefit Period: Employee Benefit Plan expenses must be  
 Incurred from 01/01/2021 through 12/31/2022, and  
 Paid from 01/01/2022 through 12/31/2022.

Claims Incurred prior to the Contract Effective Date are limited to \$ N/A

Claims Paid after the end of the Contract Period are limited to \$ N/A

Specific Deductible (per person): \$ 60,000

Specific Payable Percentage (excess of Deductible): 100%

Maximum Specific Benefit per person in excess of Specific Deductible: \$ Unlimited

Aggregating Specific Deductible \$ 40,000

Optional Benefits  
 i. Advance Funding for Specific Excess Loss  Yes  No

The Specific Deductible and Maximum Specific Benefit (per person in excess of Specific Deductible) for the following individual(s) is as shown below:

Name	<u>Jennifer Chavez</u>	Specific Deductible	<u>\$140,000</u>	Maximum Benefit	<u>Unlimited</u>
Name	<u>Jeffery Guy</u>	Specific Deductible	<u>\$125,000</u>	Maximum Benefit	<u>Unlimited</u>
Name	<u>Christopher Reilly</u>	Specific Deductible	<u>\$125,000</u>	Maximum Benefit	<u>Unlimited</u>

8. **PREMIUMS:**

(a)	Aggregate Premium	
	Premium Per Month Per Unit	<u>\$ 17.44</u>
	Minimum Annual Aggregate Premium	<u>\$ N/A</u>
	Monthly Aggregate Accommodation	
	Premium Per Month Per Unit	<u>\$ N/A</u>
	Annual Premium in Advance:	<u>\$ N/A</u>
	Aggregate Terminal Liability	
	Blended Aggregate Terminal Liability	
	Premium Per Month Per Unit:	<u>\$ N/A</u>
(b)	Specific Premium	
	Premium Per Month Per: Single Employee	<u>\$ 111.98</u>
	Employee plus Spouse:	<u>\$ 219.33</u>
	Employee plus Child(ren):	<u>\$ 194.54</u>
	Family:	<u>\$ 327.54</u>
	Composite:	<u>\$ N/A</u>
	Minimum Monthly Specific Premium:	<u>\$ N/A</u>
	Minimum Annual Specific Premium:	<u>\$ N/A</u>
	Advance Funding for Specific Excess Loss	<u>\$ N/A</u>
	Specific Terminal Liability	<u>\$ N/A</u>

## 9. SPECIAL RISK LIMITATIONS:

### Specific:

- a) This policy reflects that the self-funded plan is secondary to the groups fully insured transplant policy and is subject to all of the terms and conditions related to eligibility and coverage included in the transplant policy. Consequently, solid organ, tissue, stem cell and or bone marrow transplant charges will not be covered under this stop loss policy until all benefits are exhausted under the existing fully insured transplant policy.
- b) For benefits paid to any licensed New York State Provider: Surcharge payments made directly to the HCRA pool are covered, additional assessments and surcharges paid are not considered eligible expenses under the stop loss coverage. MA state surcharges are covered.
- c) This policy is based on the assumption that this group qualifies under Federal/State law as a single employer eligible to self-fund the employee benefits. Only eligible employees and their dependents (spouses and children only) are covered. It is also warranted that this program will be governed by all applicable United States Federal and State laws.
- d) For lasered claimants, any amount above the group retention level (Specific Deductible) is not eligible for accumulation towards the aggregate coverage.
- e) The claimant #0002 on the denied reports claims must be paid prior to the effective date or they are on a 12/12 contract.
- f) This policy assumes there are no claimants currently inpatient due to Covid-19. If this is incorrect, please provide a list of claimants including the date of admission.
- g) This policy assumes duplication of the current plan design and continuing utilization of the existing ELAP RBP Cost Plus network.

### **ELAP Services Claims Review & Audit Program**

1. Specific stop loss coverage applies to medical and drug expenses, including all mental health and substance abuse claims, covered under the self-insured health and welfare plans ("Plans"). All benefits paid under the Plans must accumulate to specific stop loss limits without any limitations or exclusions. The specific stop loss maximum(s) must be consistent with the underlying Plan(s).
2. Reimbursement of ELAP Fees to Self-Funded Health Plans
  - a. Following the meeting of the employer's deductible for all medical claims, ELAP's fees are covered by stop loss insurance as part of an eligible claim and reimbursed as part of the standard Stop Loss payment process(both Specific Coverage and Aggregate Coverage Stop Loss), without limitation;
  - b. ELAP fees to the Plans will not exceed 12% of billed charges for health care services.
3. Premium
  - a. Premium factors charged to Plans will be equal to or below the pricing offered for

- any other competing quotes issued on the same prospect/client Plan that utilizes a traditional PPO, unless the adjustment is supported by actuarial data.
4. Extended Contract
    - a. The Stop Loss contract will remain “open” for one full year after the end of the contract period and the carrier will allow reimbursement for any settlement that occurs during this extended period;
    - b. This extended period is only applicable for claims that are settled through the normal ELAP Claims Review and Audit Program management process.
  5. Single Patient Contracts
    - a. Any Single Patient Contract (“SPC”) with a medical provider or other ELAP negotiated settlement of claims will be honored and reimbursed as part of the standard Stop Loss reimbursement payment process
    - b. Any SPC or claims settlement expected to be in excess of one hundred thousand (\$100,000) dollars will be disclosed by ELAP to the carrier for consideration prior to implementation.
  6. High Cost Treatments
    - a. Either because of the difficulty in locating services or because of the existence of a better alternative program, certain health care services, such as cancer treatment, specialty drug therapy and high cost radiology may be covered under a PPO-like contract between the Plan and medical provider;
    - b. Any PPO-like arrangements between the Plan and medical provider will be disclosed for consideration prior to implementation.
  7. Transplant Program

If a prospect/client Plan implements a separate transplant program, the separate policy will be treated on a coordination basis and not on a carve-out basis;

    - a. If there is not a transplant program in place, any health care service agreements between the Plan participant and the medical provider will be treated as an SPC pursuant to Paragraph 4, above.
    - b. Any transplant programs will be disclosed for consideration prior to implementation.
  8. Direct Contracts
    - a. Claims will be paid in conjunction with an ELAP-negotiated direct contract with a medical provider as part of the standard Stop Loss reimbursement payment process;
    - b. Any direct contracts will be disclosed for consideration prior to implementation.
  9. Prior to entering into an agreement with ELAP, carrier shall disclose to ELAP all relevant and applicable company policies, contingencies and/or local, state or federal restrictions, prohibitions, disclosure requirements for stop loss coverages.
  10. Confidentiality. Carrier expressly agrees that the terms of this document and any final policies and/or agreements represent confidential and proprietary information, which may not be disclosed without the prior written consent of ELAP.

**Aggregate:**

1. The Aggregating Specific Deductible is not eligible for accumulation towards the aggregate coverage.
2. For lasered claimants, any amount above the group retention level (Specific Deductible) is not eligible for accumulation towards the aggregate coverage.
3. A complete 12-month aggregate report is required at the conclusion of the prior policy period. Recalculation of aggregate factors will be required retroactive to the effective date if it is determined that the average of the last two (2) months of aggregate claims exceed the average of the first ten (10) months by 10% or more.

**10. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
- (c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
- (d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
  - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
  - (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
- (e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Insured.
- (f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

**11. IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

- (j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

**Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

Dated at \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signed Licensed Agent*

\_\_\_\_\_  
*Print Licensed Agent Name*

\_\_\_\_\_  
Agent Tax ID

\_\_\_\_\_  
Agent License Number and Issuing State

Dated at \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signed for the Applicant/Policyholder*

\_\_\_\_\_  
*Printed Name and Title*

**ACCEPTANCE**

Dated at \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Accepted on behalf of the Company By*

Nicholas C. Milligan,  
Managing Director  
\_\_\_\_\_  
*Print Name and Title*

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

COFRAUD

Gerber Life Insurance Company, White Plains, New York agrees to pay Excess Loss Insurance benefits to the Contractholder listed in the Schedule of Excess Loss Insurance based on the provisions of this Contract.

**READ YOUR CONTRACT CAREFULLY**

This Contract is legally binding between the Contractholder and Gerber Life Insurance Company (Company or We, Us and Our), based on the consideration for this Contract, and reliance on the Application, the Riders, Disclosure Statement, a copy of the Employee Benefit Plan presently in effect, provided to the Company, and the payment of premiums as provided hereinafter.

**AGREEMENT**

The Company will pay the Aggregate and/or Specific Benefits provided in this Contract, subject to the conditions, limitations and exclusions of this Contract.

The Contractholder agrees to pay premiums when due and to comply with the Contract provisions.

This Contract takes effect on the first day of the Contract Period shown in the Schedule, and terminates at the end of the Contract Period shown in the Schedule. All periods indicated in the Contract begin and end at 12:01 A.M. standard time at the Contractholder's office.

This Contract Form is governed by the laws of the state in which it is issued.

IN WITNESS WHEREOF, Gerber Life Insurance Company has caused this Contract to be executed by its President and Secretary at White Plains, New York.

Signed by the Company:



President and CEO



Secretary

**Contract Providing Excess Loss Insurance**

Nonparticipating

**GERBER LIFE INSURANCE COMPANY**  
**1311 Mamaroneck Avenue**  
**WHITE PLAINS, NY 10605**  
**Table of Contents**

## **Application and Schedule**

**I. Definitions**

**II. Benefits**

**III. Limitations**

**IV. Reimbursement Provisions**

**V. Contract Termination**

**VI. Miscellaneous Provisions**

## 1. DEFINITIONS

As used in this Contract, the following definitions shall be applicable:

**Agent** means the Contractholder's representative, including but not limited to its Designated Agent, Broker, or Third Party Administrator (TPA). Such Agent is at all times acting on behalf of the Contractholder and not on behalf of the Company.

**Aggregate Benefit** means the amount that the Company agrees to pay the Contractholder after the end of the Benefit Period for eligible claims Paid by the Contractholder as set forth in the Schedule and pursuant to the terms, conditions and limitations of the Contract.

**Aggregate Deductible Per Month** means the Aggregate Monthly Factor shown in the Schedule multiplied by the Number of Covered Units per Contract Month.

**Aggregate Deductible** means the sum of each Aggregate Deductible Per Month for each month during the Contract Period or fraction thereof.

**Aggregating Specific Deductible** is a deductible applied in addition to the Specific Deductible. At the start of the Contract Period, Eligible Claims Payments in excess of the Specific Deductible for each Covered Person who has met the Specific Deductible will be added together until the cumulative total equals the Aggregating Specific Deductible amount shown in the Schedule of Excess Loss Insurance. A Specific excess reimbursement is not paid until the Aggregating Specific Deductible has been satisfied.

**Application** means the Application and Schedule for excess loss insurance submitted by the Contractholder to the Company and accepted by the Company in connection with the issuance of this Contract.

**Benefit Period**, as shown in the Schedule, identifies the dates during which Employee Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement under this Contract.

**COBRA Continuee** is a Covered Unit which elects to extend its group health coverage under the Employee Benefit Plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**Contract** means the entire agreement between the Contractholder and the Company, specifically including the Contract Application and Schedule, the Contract form, the Contract Riders, Disclosure Statement, and any Contract Addenda.

**Contract Month** means a period measured from the effective date of this Contract, while this Contract is in force. Each new Contract Month will begin on a day which corresponds to the effective date. If there is no such day in any applicable month, then the last day of the month will be used.

**Contract Period** is stated in the Schedule.

**Contractholder**, referred to in this Contract as You or Your, is named in the Schedule.

**Covered Person** refers to each person, individually, who is a Covered Unit, or, in the case of a dependent, a member of a Covered Unit. In no event will coverage for a dependent become effective before the effective date of coverage of a plan participant under the Employee Benefit Plan.

**Covered Unit** for purposes of calculation of the premiums and the Aggregate Deductible Per Month, means a plan participant, a plan participant with dependents, or such other defined unit as agreed upon between the Company and the Contractholder, provided such plan participant, dependents or such other defined unit is covered under the Employee Benefit Plan. The Company reserves the right to verify eligibility of each Covered Unit.

**Disabled Person** is a plan participant who is absent from work and/or on leave due to her or her medical condition, or in the case of a dependent or Cobra Continuees, is by disability unable to perform his or her normal functions of a person of like sex and age on the effective date of this Contract or the date such person becomes eligible for coverage under the Employee Benefit Plan.

**Disclosure Statement** means the disclosure statement submitted by the Contractholder to the Company and accepted by the Company in connection with the issuance of this Contract.

**Eligible Claims Payments** means expenses eligible for reimbursement that are the lesser of the Reasonable and Customary charges, and amounts paid, for Medically Necessary services and supplies provided to a Covered Person, that are:

1. listed and described in the express terms and conditions of the Plan Document submitted to The Company on this Contract's Effective Date or as amended during the Incurred Benefit Period only if We have agreed to the Amendment's terms in writing and the expense was Incurred on or after the effective date of the Amendment; and
2. Incurred and Paid during the Benefit Period shown in the Contract Schedule; and
3. not otherwise excluded under the terms of the Plan Document or this Contract.

We do not incorporate the decisions of the Plan or defer to benefit determinations by the Plan. We reserve the right to interpret the terms and conditions of the Plan as it applies to this Policy. Only We have the right to deny or reimburse losses under this Policy without deference to the determinations by the Plan.

**Employee Benefit Plan** means the master plan document which (a) You have provided to Us, (b) is in effect on the effective date of this Policy and (c) governs the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. Employee Benefit Plan does not include:

1. any Employee Handbooks, Employee Policies or other such documents; or
2. any changes You make to your Plan after the effective date unless they have been submitted to and accepted by Us in writing; or
3. any Plan or portion of any Plan providing for any Health Reimbursement Arrangements, Health Savings Accounts or other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) used solely to pay deductibles, co-payments and expenses not covered by Your Plan but enumerated in IRC Section 213(d).

**Experimental or Investigational means** *{either 1 or 2 below}*

any treatment, procedure, service, supply or drug, which: (1) is not accepted as standard medical treatment for the illness, disease or injury being treated by physicians practicing the

suitable medical specialty; (2) is the subject of scientific or medical research or study to determine the item's effectiveness and safety, including Phase I, II or III clinical trials; (3) has not been granted, at the time services were rendered, any required approval by a federal or state governmental agency, including, but not limited to the Federal Department of Health and Human Services, Food and Drug Administration, or any comparable state governmental agency, and the Federal Health Care Finance Administration as approved for reimbursement under Medicare Title XVIII; or (4) is performed subject to the Covered Person's informed consent under a treatment protocol that explains the treatment or procedure as being conducted under a human subject study or experiment. *Or*

any treatment, procedure, service, supply or drug meeting the definition of Experimental or Investigational contained in Your Employee Benefit Plan.

**Incurred** refers to the date on which a covered medical service was rendered, the date disability benefit payments become due, or a covered medical purchase was made for a Covered Person under the Employee Benefit Plan.

**Late Entrant** means an individual who does not elect coverage under Your Employee Benefit Plan when he first meets its eligibility requirements, subsequently makes written application, is accepted and becomes enrolled. Late Entrant does not include an individual who first makes written application as a result of a Qualifying Event or who enrolls during any subsequent open enrollment period offered by Your Employee Benefit Plan.

**Maximum Aggregate Benefit** means the amount set forth in the Schedule as the maximum total Aggregate Benefit payable under the terms, conditions and limitations of this Contract during the Contract Period.

**Maximum Eligible Claim Expense Per Person**, as it relates to aggregate coverage, means the maximum dollar value of claims Paid on any one Covered Person that can apply toward satisfaction of an Aggregate Deductible, or that can apply toward the calculation of the Aggregate Benefit for a Contract Period.

**Maximum Specific Benefit** means the amount set forth in the Schedule that is the maximum total Specific Benefit payable under the terms, conditions and limitations of this Contract during the period an individual is a Covered Person under the Employee Benefit Plan, regardless of the number of years the Covered Person is eligible under the Employee Benefit Plan and regardless of whether expenses for this Covered Person were Incurred and Paid during this Contract Period. The Maximum Specific Benefits always excludes the Specific Deductible. In the context of the definition of Maximum Specific Benefit, references to Employee Benefit Plan include all predecessors and successors of the particular plan in effect on the Contract's effective date.

**Medically Necessary; Medical Necessity** means *either (1) or (2) below*.

1. Care, services or supplies, provided by or at the direction of a Physician that
  - (a) are needed to restore function and prevent deterioration of the Covered Person's health,
  - (b) are commonly recognized by the medical profession appropriate care for control or cure of the illness or injury being treated, by physicians practicing in the same or related specialty, and
  - (c) are within accepted standards of medical practice for the Covered Person's injury or sickness, and are not otherwise excluded under the terms of this Policy.Medically Necessary or Medical Necessity does not include any services or supplies that are:

- a. provided only as a convenience to the Covered Person or to his Physician;
  - b. exceed the scope, duration or intensity or the level of care needed to provide safe, adequate and appropriate diagnosis and treatment; *or*
  - c. do not otherwise meet the definition of Covered Expenses contained in this Policy *or*
- 2 Care, services or supplies that meet the Plan Document's definition of Medical Necessity, but only if We have agreed to accept that definition in writing and on or before the Effective Date of this contract..

**Minimum Aggregate Deductible** means the lowest possible Aggregate Deductible applicable to the Contract Period or fraction thereof. This amount is set forth in the Schedule.

**Number of Covered Units** means the total number of Covered Units existing in any Contract Month. It represents individual employees and employees plus their families.

**Paid** means that funds are actually disbursed by the Contractholder or his Agent. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or his health care provider. Payment will be deemed Paid on the date that both (1) the payor directly tenders payment by mailing (or otherwise delivering) a draft or check to a Covered Person or his health care provider, and (2) the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored. If the account upon which the payment is drawn is funded by a separate account or line of credit or "sweep" account, then the funding account must contain sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn. Authorization for release of funds by the Contractholder or its Agent does not meet the definition of Paid under this Contract.

**Payable Percentage** means the percentage payable as shown in the Schedule. The calculation of Specific Benefits may be subject to a different Payable Percentage than the calculation of Aggregate Benefits.

**Proof of Loss** is the form accepted by the Company to be used for the submission of claims as well as the supporting documentation reasonably necessary for the Company's independent evaluation of the legitimacy and extent of the claim. Claims for expenses not specifically identified in previously submitted Proofs of Loss must be accompanied by separate Proofs of Loss.

**Reasonable and Customary Charge** means the common charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. A geographic area shall mean an area in which the applicable health care provider is located, expanded such that a reasonable cross section for comparison is achieved. Reasonable and Customary Charges are determined based upon:

1. the amount of resources expended to deliver the treatment; and
2. the complexity of the treatment rendered; and
3. charging protocols and billing practices generally accepted by the medical community including but not limited to providers of similar service, health benefit providers, claims processors, and the Centers for Medicare & Medicaid Services ("CMS"); and
4. the amounts the health care providers in the applicable geographic area are paid for the same or comparable service or supply, after discounts under governmental and private plans.

If the Plan has a contracted fee arrangement with certain health care providers, Reasonable and Customary shall mean the lesser of the applicable fee as defined in that fee arrangement contract and the amount determined by applying the definition of "Reasonable and Customary"

above.

**Schedule** means the Application and Schedule for Excess Loss Insurance.

**Specific Benefit** means the amount the Company will pay to the Contractholder for Eligible Claims Paid by the Contractholder over and above the Contractholder's Specific Deductible Per Person and any unsatisfied portion of any applicable Aggregating Specific Deductible, and pursuant to the terms, conditions and limitations of the Contract.

**Specific Deductible** means the per-Covered Person deductible as shown in the Schedule.

## **II. BENEFITS**

The Company will pay, subject to the terms, conditions and limitations of the Contract, the following benefits, if shown in the Schedule, to the Contractholder within a reasonable time upon receipt of a fully executed Proof of Loss:

### **1. Aggregate**

The Aggregate Benefit for the Contract Period, or fraction thereof, is the total of the Eligible Claim Payments, on an Incurred and Paid basis as shown in the Aggregate Benefit Period of the Schedule:

- a. less the Aggregate Deductible or Minimum Aggregate Deductible, whichever is greater; and
- b. less the amount of the claims Paid by the Contractholder in excess of the Maximum Eligible Claim Expense Per Person as shown in the Schedule; and
- c. less the Specific Excess Loss benefits which have been or will be reimbursed by Us under the Specific Excess Loss Coverage; and
- d. less any amounts recovered from other sources;
- e. multiplied by the Aggregate Payable Percentage.

Aggregate Benefits are not payable until after the end of the Paid Benefit Period shown in the Aggregate Benefit Period of the Schedule.

If this Contract should terminate prior to the end of the Contract Period, the Aggregate Deductible will be deemed not satisfied and the Company will not be liable for any Aggregate Benefit.

In no event will the Aggregate Benefit exceed the Maximum Aggregate Benefit shown in the Schedule.

### **2. Specific**

The Specific Benefit with regard to each Covered Person, is the total of the Eligible Claim Payments, on an Incurred and Paid basis as shown in the Specific Benefit Period of the Schedule:

- a. less the Specific Deductible; and
- b. less any unsatisfied portion of any applicable Aggregating Specific Deductible; and
- c. less amounts recovered from other sources;
- d. amounts for which a claimant is eligible from Medicare or could have received if the claimant had applied to Medicare;
- e. multiplied by the Specific Payable Percentage.

The Contractholder shall not be entitled to any Specific Benefit unless and until the Contractholder has actually Paid the full amount of the Specific Deductible as set forth in the Schedule for the Covered Person(s) for which the Specific Benefit is sought. The Contractholder shall only be entitled to a Specific Benefit up to the amount actually Paid by Contractholder over and above the Specific Deductible.

In the event Eligible Claims Payments are Paid for a Covered Person due to a reversal by an Independent Review Organization (IRO) of a previous denial of such Eligible Claims Payments, and such Eligible Claims Payments are then Paid after the last Paid date provided in the

Contract Period, the Contract Period to pay such Eligible Claims Payments will be extended for a period not to exceed three months from the last Paid date, provided:

- a. the Employee Benefit Plan is a non-grandfathered plan and the Company was advised of the non-grandfathered status during the underwriting of the Contract;
- b. The Company is advised that the claim for benefits under the Employee Benefit Plan has been submitted to the IRO within ten days of the claim being submitted to the IRO;
- c. the Employee Benefit Plan pays the claim within ten days of the Employee Benefit Plan's receipt of the decision;
- d. the Company is advised of the IRO decision prior to payment of the claim;
- e. all information necessary to determine the eligibility of the claim under the Contract is submitted to the Company within thirty days of payment of the claim; and
- f. such Eligible Claims Payments are not eligible under any other coverage.

When Eligible Claims Payments are Paid pursuant to the above terms and conditions, such Eligible Claims Payments will be allocated to the Contract Period in which they were Incurred and will be excluded from any other Contract Period.

If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Specific Benefits for expenses Incurred or Paid by the Contractholder after the termination date. In addition, the deductible per Covered Person will apply as if the Policy were in force for the entire Policy Year.

In no event will the Specific Benefit with regard to any Covered Person exceed the Maximum Specific Benefit shown in the Schedule.

### **III. LIMITATIONS**

- 1 This Contract will not pay the Contractholder for any loss or expense caused by or resulting from any of the following:
  - a Expenses incurred while the Employee Benefit Plan is not in force with respect to the Covered Person.
  - b Expenses resulting from weekly (disability) income, dental, vision or any prescription card service, unless shown in the Schedule.
  - c Liability assumed by the Contractholder under any contract or service agreement other than the Employee Benefit Plan. This exclusion applies to any liability assumed by the Contractholder pursuant to any employee handbook or other personnel policy not specifically included in the Employee Benefit Plan.
  - d Expenses as the result of extra-contractual damages; compensatory damages; or punitive damages.
  - e Expenses resulting from treatments, procedures, services, supplies or drugs, which are billed in excess of the Reasonable and Customary charge.
  - f Any employment for wage or profit, when the Covered Person is entitled to coverage mandated by Workers' Compensation or similar law, whether or not such coverage is in force or a claim has been made.

- g Expenses Incurred by an employee whose employment and coverage under the Plan terminated, but who would have been eligible, as required under any applicable state or federal law, to continue coverage under Your Plan had You offered such continuation in a timely manner.
- h Experimental or Investigational treatment, procedure, service, supply or drug, as defined in this Contract, except that this limitation shall not apply to routine items and services that (a) would have been Eligible Claim Expenses had they not been Incurred during an approved clinical trial and (b) are provided during an approved clinical trial as required and defined under PHSA section 2709.
- i Expenses for the cost of any treatment, procedure, service, supplies or drugs which are not Medically Necessary.
- j Cost of the administration of claim payments or expense of litigation with individual claimants.
- k Expenses paid on behalf of any Covered Person with coverage under any other plan, including Medicare, which, when combined with the benefits payable by such other plan, would cause the total to exceed 100% of the Covered Person's actual expenses.
- l Payments arising out of or caused by or contributed to or in consequence of war, hostilities (whether war be declared or not), invasion or civil war.
- m Any services furnished by an institution which is primarily a rest home, a place for the aged, a nursing home, a convalescent home, a place for custodial care, or any other place of like character.
- n Expenses incurred as a result of any lost savings or discounts offered by a facility or provider due to untimely payment of the bill by the Contractholder or its TPA. In no event shall the Company be liable for Eligible Claims Payments that exceed the discounted amount that the provider would have charged had a timely payment been made. Lost savings or discounts do not include any amounts found upon audit or claims review to (a) exceed maximums specified in the Employee Benefit Plan or (b) represent expenses not covered by the Employee Benefit Plan.
- o Notwithstanding the clerical error provision, this Contract shall exclude any amounts Paid for Covered Persons: 1) whose coverage under the Consolidated Omnibus Budget Reconciliation Act (hereafter referred to as COBRA) is continued beyond the timeframes specified by federal law for any reason including clerical error of the Contractholder; 2) who do not receive a valid COBRA extension offer within the 44 days immediately following the date of notice of a COBRA qualifying event; 3) who fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of COBRA election rights from the Contractholder; or 4) who fail to remit COBRA premium within the minimum periods specified by federal law. The Company will require written documentation that these requirements have been satisfied.
- p Expenses of persons who were not reported on the Disclosure Statement who should have been disclosed in compliance with the terms of the Disclosure Statement. This exclusion shall also apply to expenses of persons listed on the Disclosure Statement where information on the Disclosure Statement regarding such person was inaccurate or incomplete.

- q Payments the Contractholder or its TPA makes under the Employee Benefit Plan for services and supplies that are not included in the Employee Benefit Plan or that are outside of the requirements of the Employee Benefit Plan or this Contract even when the discretionary authority to make such payments is specifically granted in writing to the Contractholder or its TPA by that same Employee Benefit Plan. The Company will not be bound by the exercise of any discretionary authority by the Contractholder or its TPA in interpretation or application of eligibility provisions, eligible benefits, definitions, limitations and exclusions contained in the Employee Benefit Plan. Any claim submitted for reimbursement by the Contractholder or the TPA will be subject to the terms, conditions, limitations and exclusions of this Contract.
- r Expenses You have paid under Your Employee Benefit Plan for a Late Entrant whose Disclosure information has not been accepted by Us.
- s The following are not Covered Expenses and are therefore (a) not eligible for reimbursement under this policy and (b) may not be applied to satisfy any individual or Aggregating Specific Deductibles or Aggregate Deductible applicable to this policy:
  - 1. any deductibles, coinsurance or co-payment amounts specified in the Plan Document;
  - 2. reimbursements for any deductibles, coinsurance or co-payment amounts, or any other expenses excluded by the Plan Document or this policy, which have been made from Health Reimbursement Arrangements, Health Savings Accounts or any other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) and enumerated in IRC Section 213(d).
  - 3. any amounts, or any portions of Covered Persons' claims, attributable to any taxes except state premium taxes or assessments levied by any governmental entity, on (a), contributions You make to Your plan, (b) claims Paid by your Plan or (c) premiums You pay to Us for this insurance;
  - 4. any amounts reimbursable under any co-ordination of benefits provisions of the Plan, Medicare or from any other source;
  - 5. prescription drugs, including any mail order prescription plan or any pre-paid prescription drug plan, dental, vision or disability plans unless specifically shown in the Application and Schedule;
  - 6. any treatment or service in violation of any law or regulation;
  - 7. any expenses Incurred by a Covered Person that were required to be, but were not, disclosed on the Disclosure Statement.
- 2. If the Application and Schedule shows Disabled Persons are not covered, no benefits will be paid under this Contract for expenses incurred or paid under Your Employee Benefit Plan until:
  - a. such person, if an employee, returns to active fulltime employment for at least one full working day; or
  - b. such person, if a dependent or Cobra Continuee, is able to perform the normal functions of a person of like sex and age.
- 3 Retired plan participants and their dependents, who are eligible under the Employee Benefit Plan, will be eligible for coverage under the Contract only if so indicated in the Schedule.

#### IV. REIMBURSEMENT PROVISIONS

1. **Payment of claims by the Policyholder:** Policyholder agrees to pay all eligible claims under the Plan within (60) days from the date adequate proof is provided to the Policyholder. If the Policyholder fails to pay claims within the (60) day time limit, that claim will not count towards the satisfaction of either the Annual Aggregate Deductible or the Specific Deductible or Aggregating Specific Deductible be reimbursed under this Contract.
2. **Payment of Reimbursements by the Company:** All benefits as they become payable under this Contract will be paid to the Contractholder. The Company shall pay reimbursements upon receipt of fully executed Proofs of Loss and the documentation reasonably necessary to evaluate the eligibility and extent of the claim.

The Company shall not pay for amounts Paid for Losses where evidence of payment in accordance with all of the requirements set forth in this Contract is submitted to the Company more than 90 days after the end of the Specific and/or Aggregate Benefit Period.

2. **Warranty:** Upon presentation of Proof of Loss to the Company for reimbursements, the Contractholder warrants that all monies necessary to pay for services and supplies have been paid to the respective providers of medical services or supplies to which the claim for reimbursement relates and that all such monies were Paid prior to the end of the Benefit Period.
3. **Notice of Claim:** The Contractholder shall give written notice of claims to the Company within (30) days of the date the Contractholder becomes aware of the existence of facts which would reasonably suggest the possibility that benefits will be incurred which are covered by this Contract and which are equal to or exceed (50%) of the Specific Deductible.

In addition, the Contractholder shall notify the Company in writing immediately of the expenses of any Covered Person which meet any of the following criteria:

- a. continuous hospitalization for more than two weeks or
- b. a claim for any one of the following conditions: mental disorder requiring hospitalization; brain injury; spinal injury resulting in real or suspected paralysis of the limbs; serious burns involving ten percent (10%) or more of the body with third degree burns or thirty percent (30%) or more of the body with second degree burns; multiple or serious fracture; crushing or massive internal injuries; premature birth; Acquired Immune Deficiency Syndrome (AIDS).
- c. Any potentially catastrophic claim, including but not limited to: cancers, high risk pregnancies, congenital disorders, congenital heart defects, respiratory failures, renal dysfunction or failure, including dialysis treatment, organ, tissue, bone marrow or stem cell transplant evaluation or surgery, and chronic liver disease.
- d. Any other serious condition that You, Your large case management vendor or Third Party Administrator thinks may have a chance to require large case management or be potentially catastrophic.

You shall submit on a monthly basis proofs, reports, and supporting documents

including, but not limited to, a monthly summary of all Eligible Claims Payments You have processed. Failure to furnish written notice within the time required by this Policy will not invalidate or reduce any claim for reimbursement if it was not reasonably possible to provide written notice within such time. However, written notice must be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

## V. CONTRACT TERMINATION

The Contract and all benefits hereunder will terminate upon the earliest of the following dates:

1. The termination date specified in writing by the Contractholder provided that the Company is notified not less than 31 days in advance of the termination date.
2. The end of any period for which premiums were paid and subsequent premiums are not paid, as provided in the Grace Period provision.
3. The end of the Contract Period.
4. The date of termination of the Employee Benefit Plan.
5. The date of cancellation of the administrative agreement between the Contractholder and the Designated Third Party Administrator, unless the Company has, prior to such cancellation, consented in writing to the Contractholder's designation of a successor third party administrator.
6. The date the Contractholder suspends active business or is placed in bankruptcy or receivership.

Termination will not affect a claim for Eligible Claim Payments Incurred while coverage was in effect.

## VI. MISCELLANEOUS PROVISIONS

1. **Liability:** The Company will have neither the right nor the obligation under this Contract to directly pay any Covered Person or provider of professional or medical services for any benefit which the Contractholder has agreed to provide under the terms of the Employee Benefit Plan. The Company's sole liability hereunder is to the Contractholder, subject to the terms, conditions and limitations of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company.
2. **Payment of Premiums:** Each Premium for this Contract is payable on or before the first day of each Contract Month to the Company or to its authorized representative. Payment of a premium will not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in the Grace Period.

If the effective date of this Contract is other than the first day of a calendar month, premiums payable under this Contract are due and payable on the first of each subsequent calendar month.

3. **Grace Period:** A Grace Period of 30 days will be allowed for the payment of each premium after the first month's premium. Should a premium otherwise due not be paid during the Grace Period, this Contract will terminate without further notice retroactive to the date for which premiums were last paid. The liability of the Company will be limited to claims Paid by the Contractholder prior to the date of termination. There will be no refund of any premium shown in the Schedule.
4. **Entire Contract:** This Contract Form as issued to the Contractholder, together with the Contractholder's Application and Schedule, Disclosure Statement, final signed and accepted proposal, any Contract Addenda constitute the entire contract.
5. **Incontestability** All statements You have made to obtain this Policy are, in the absence of fraud, considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless contained in the *Application and Schedule*, and copies are deemed part of this Policy and provided to You at issue.
6. **Concealment, Fraud:** This entire Contract will be void if, whether before or after a claim or loss, the Contractholder or its Agent has concealed or misrepresented any material fact or circumstance concerning this Contract or the subject thereof, including any claim thereunder or in any case of fraud by the Contractholder or its Agent relating thereto.
7. **Clerical Error:** If the Contractholder or the Company makes a clerical error keeping records or calculating premiums or claims pertaining to this Contract, it will not invalidate this Contract. A clerical error will not expand the Company's obligations under this Contract. A clerical error is a mistake in performing a clerical function and does not include intentional acts or failure to comply with the provisions of the Employee Benefit Plan or this Contract. Clerical errors do not include:
  - a) failure to disclose the required information in the Disclosure Statement; or
  - b) failure to process a claim within the Benefit Period of this Contract.
8. **Audits:** The Company will have the right: (1) to inspect and audit all records and procedures of the Contractholder and Designated Third Party Administrator; and (2) to require, upon request, proof of records satisfactory to the Company that payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any claim by the Contractholder hereunder and that such services or benefits are eligible under the Employee Benefit Plan and this Contract.
9. **Notice of Appeal:** Any objection, notice of legal action, or complaint received on a claim processed by the Contractholder or the Third Party Administrator, and on which it reasonably appears a benefit will be payable to the Contractholder under this Contract shall be brought to the immediate attention of the claims department of the Company.
10. **Changes:** Only the President and Executive Officer of the Company have the authority to alter this Contract, or to waive any of the Company's rights and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No Agent, Broker, or Third Party Administrator has the authority to alter this Contract or to waive any of its provisions.
11. **Notice:** For the purpose of any notice required from the Company under the provisions of this Contract, notice to the Contractholder's Designated Third Party

Administrator shall be considered notice to the Contractholder.

12. **Amendments to the Employee Benefit Plan:** The Company will not be bound, or accept any changes made to The Employee Benefit Plan while this Contract is in force without the prior written consent of the Company. Notice of any amendment to the Employee Benefit Plan must be given to the Company or its authorized representative at least 30 days prior to the Effective Date of the amendment. The Company will have the sole option to accept the amendment to the Employee Benefit Plan, and if accepted, the Company reserves the right to revise the rates, deductibles, terms or conditions of the Contract as of the Effective Date of the amendment.

13. **Responsibilities of the Contractholder's Designated Third Party Administrator:** Without waiving any of its rights under this Contract, and without making the Designated Third Party Administrator a party to this Contract, the Company agrees to recognize the Designated Third Party Administrator as respects the normal administration of the Contractholder's Plan subject to:

- a. The Third Party Administrator being responsible on behalf of the Contractholder for auditing, calculating and processing all claims eligible under the Employee Benefit Plan within a reasonable period of time, preparing periodic reports as required by the Company and maintaining and making available to the Company at all times such information as the Company may reasonably require for proof of payment of the claims(s) by the Contractholder;
- b. The Third Party Administrator performing such other duties as may be reasonably required by the Company, including but not limited to, maintaining an accurate record of eligible Covered Persons of the Contractholder;
- c. The Company will not be responsible for any compensation due the Designated Third Party Administrator for functions performed in relation to this Contract; and
- d. This Contract will not be deemed to make the Company a party to any agreement between the Contractholder and the Designated Third Party Administrator.

The parties agree that the Third Party administrator is the agent of the Contractholder and not the Agent of the Company or its Managing General Underwriter, for all purposes.

14. **Covered Units:** The Contractholder or its Third Party Administrator shall be responsible for providing the Company with monthly updates as to the number of Covered Units throughout the Contract Period. The number of Covered Units reported to the Company by the Contractholder or its Third Party Administrator is subject to audit by the Company as appropriate. An individual or family shall be considered a Covered Unit in a Contract Month if he/she/they were considered covered by the Employee Benefit Plan at any time during the Contract Month.

15. **Hold Harmless:**

- a. The Contractholder agrees to indemnify and hold the Company harmless for: (1) liability related to any negligence, error, omission or intentional misconduct of the Contractholder or its Third Party Administrator; or (2) any legal expenses incurred, reasonable settlements made, or judgment(s) awarded, arising out of

any dispute involving a participant or former participant of the Contractholder's Employee Benefit Plan provided such legal expenses, settlements, or judgments were not incurred as a result of the sole negligence or intentional wrongful acts of the Company.

The Company, following any notification of its being, or likely to be, named as a defendant on any action concerning the aforementioned dispute will, within a reasonable time, in writing, notify the Contractholder of the dispute. The Company will cooperate with the Contractholder in matters pertaining to the dispute, however, such cooperation with the Contractholder will not waive the right of the Company to solely defend or settle any action in a manner it deems prudent.

- b. The Contractholder shall be responsible for any state premium taxes and assessments incurred with respect to funds paid to or by the Contractholder under the Employee Benefit Plan. Taxes incurred with respect to premiums paid for this Contract will be the responsibility of the Company.
- 16. **Offset:** The Company has the right, but not the obligation, to offset claim reimbursements to the Contractholder against premiums due and unpaid by the Contractholder and/or any refunds due the Company due to overpayments made to the Contractholder on claim(s).
- 17. **Assignments:** The Contractholder shall not assign any of its rights under this Contract without the prior written consent of the Company, and any assignment without prior written consent shall be void.
- 18. **Subrogation, Recovery, and Third Party Liability:** The Contractholder shall pursue any and all valid claims, and enforce any and all rights that the Contractholder may have against Covered Persons, Plan Participants, and/or third parties (including the Covered Person's own insurance) arising out of any occurrence where any other entity is or may become responsible for payment of expenses paid by the Contractholder, and to account for any amounts so recovered. Should the Contractholder fail to protect or enforce such rights and the Company thereupon becomes liable to make payments to the Contractholder under the terms and conditions of this Contract, then the Company may assume all the Contractholder's rights to pursue such remedies, and the Contractholder will be responsible for any reasonable expenses incurred in the course of the Company's recovery of funds through subrogation and/or recovery from any and all entities.

The Company shall be entitled to recover first up to its full share of reimbursed claims before the Contractholder shares in any amount so recovered whether by way of subrogation or otherwise.

- 19. **Arbitration:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by Arbitration in accordance with the rules of the American Arbitration Association, with the express stipulation that the arbitrator(s) shall strictly abide by the terms of this Contract and shall strictly apply rules of law applicable thereto. All matters shall be decided by a panel of three (3) arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Contract. The parties hereto may alter any of the terms of this provision only by express written

agreement, although such alteration may be before or after any rights or obligations arise under this provision.

- 20 **Legal Action No** action at law or in equity may be brought to recover under this Contract less than 60 days after written proof of loss has been furnished as required by this Contract. No such action will be brought more than three years after the time such written proof of loss must be furnished.
- 21 **Insolvency:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this Contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.
- 22 **Severability Clause:** Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, shall not render any of the remaining provisions of the Contract invalid.
23. **Successor Contract:** This Contract may not be renewed, but the Company may offer a successor contract. A successor contract will be subject to new premium rates, new underwriting terms, and new Contract terms.
24. **Group Specifications – Changes:** The Company reserves the right to revise rates, deductibles, terms or conditions of the Contract on any of the following dates:
  - a) When the Contractholder adds or deletes a subsidiary or affiliate;
  - b) When there is a change in the geographical area in which the Contractholder is located;
  - c) When there is a change in the nature of business in which the Contractholder is engaged;
  - d) When there is an increase or decrease in the number of Covered Units which exceeds 10% in any one month or 20% over any period of three consecutive months.
  - e) A change in any state or federal law or regulation is enacted, adopted, or amended to the extent that it affects The Company's benefit obligations under this Policy.
  - f) The Company reserves the right to recalculate the premium rate and the Aggregate Deductible Factors retroactively for the Contract Period if there is more than a ten percent (10%) variance between;
    - i. the average monthly Paid claims under the Employee Benefit Plan for the last two months of the 12-month period immediately prior to the Effective Date of this Contract; and
    - ii. the average monthly Paid claims under the Employee Benefit Plan for the first ten months of the 12-month period immediately prior to the Effective Date of this Contract.
  - g) We assume no responsibility for determining that your Employee Benefit Plan meets requirements of applicable law. You agree to hold us harmless should any

regulatory authority determine that You are responsible for any expenses not specified in your Employee Benefit Plan. Such expenses will not be Eligible Claim Expenses if they are Incurred before the date You amend Your Employee Benefit Plan and the Company has agreed in writing to accept that amendment.

25. **Reinstatement:** The Company may agree at its sole option and without prejudice to the Company's right under this policy to reinstate coverage as of the effective date of cancellation, on receipt and approval of written request for reinstatement and any and all other material and/or information as the Company may request, including but not limited to all outstanding premiums plus interest due from the effective date of reinstatement at a rate of not less than 1.5% per month compounded monthly. No insurance shall be reinstated until the Company notifies the Contractholder in writing and any premiums have been paid.
26. **Misstated Data:** The Company had relied upon the underwriting information provided by the Contractholder or its Agent in the issuance of this Policy. If the Company subsequently learns of information which was not disclosed prior to the Effective Date of the Policy, and such information would have affected the premium rates, Monthly Aggregate Deductible Factors, Specific or Aggregate Deductibles, terms or any other conditions for coverage, the Company will have the right to:
1. rescind the Policy as of the Effective Date. In the event of Policy rescission, the Company's sole liability will be to return any monies Paid by the Contractholder as consideration for this Policy and less any claims or other expenses paid by the Company under this Policy. If such amount paid by the Company are greater than the amount of the refund due the Contractholder, the Contractholder shall pay the amount of the deficit to the Company within (30) days notify form the Company. If repayment in full is not made within the (30) day period, the Company will be entitled to assess monthly a late payment fee equal to 1.5% of the outstanding balance; or
  2. adjust the premium rates, monthly Aggregate Deductible Factor, Specific or Annual Aggregate Deductibles respectively, terms or any other conditions for coverage as of the Effective Date by providing written notice to the Contractholder, or
  3. deny a claim incurred by a Covered Person for whom such information was not disclosed.
27. **Disclaimer:** The Company acts only as a provider of Excess Loss Insurance coverage to the Contractholder's Employee Benefit Plan. The Company is not a fiduciary. The Company does not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended.

While the determination of benefits under the Employee Benefit Plan is the sole responsibility of the Contractholder, the Company reserves the right to interpret the terms and conditions of the Employee Benefit Plan as it applies to this Contract. The Company has the sole authority to approve or deny reimbursement under this Contract.

The Company has no right or obligation to pay any Covered Person or provider of

professional or medical services. The Company's sole liability is to the Contractholder, subject to the terms and conditions of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company. The Company will not be considered a party to the Contractholder's Employee Benefit Plan or to any supplement or amendment to it.

The Company assumes no responsibility for determining that Your Employee Benefit Plan meets requirements of applicable law. You agree to hold the Company harmless should any regulatory authority determine that You are responsible for any expenses not specified in Your Employee Benefit Plan. Such expenses will not be Eligible Claim Expenses if they are Incurred before the date You amend Your Employee Benefit Plan and the Company agrees in writing to accept that amendment.

28. **Waiver:** Failure by the Company to enforce any of its rights under this Contract shall not serve to waive the Company's right to enforce such rights, regardless of the frequency of such failures to enforce.

GERBER LIFE INSURANCE COMPANY  
1311 MAMARONECK AVENUE  
WHITE PLAINS, NY 10605

**Advance Funding for Specific Excess Loss**

We offer this Advance Funding option, for which We charge no additional premium and which We, at our sole discretion, may change or withdraw at any time. The term Advance Funding is defined as follows:

**Advance Funding** shall mean the process by which we issue funds to you equal to Eligible Claim Payments under your Plan that Your TPA has fully processed and approved for payment, only after:

1. You have paid an amount equal to the Specific Deductible for an Insured Person during the payment period, plus any unsatisfied portion of any Aggregating Specific Deductible, as set forth on the Application and Schedule section of this Contract, and
2. You have claims for eligible benefits greater than \$1,000 over the amount as determined in (1) above.

Except as set forth herein, all terms, conditions, and provisions of the Policyholder's Excess Loss Insurance Contract will apply.

On the condition that all the provisions of the Excess Loss Contract and conditions set forth herein have been followed, we agree to provide you with Advance Funding. Before a claim will be approved for Advance Funding, we must receive satisfactory proof of claim eligibility, including all information requested in the Claims Kit and any other information requested by Gerber Life to determine Gerber Life's liability for the claim. Any claims approved for Advance Funding by Gerber Life will be considered reimbursed by Gerber Life and will not be further eligible for reimbursement at time of payment under the Excess Loss Contract.

**Limitations**

- Advance Funding is only available while the Excess Loss Contract is in force.
- Advance Funding is only available for claims for eligible benefits greater than \$1,000 over the Policyholder's Retention.
- Advance Funding is not available during the last 30 days of the payment period as set forth on the *Application and Schedule* section of this Contract.
- The Company must receive the request for Advance Funding and satisfactory proof of claim eligibility, including all information requested in the Claim Kit and any other information as might be necessary to determine liability for the claim no later than 30 days prior to the end of the payment period of the contract.
- Policyholder must fund, via mail or electronic funds transfer, the claim for which Advance Funding is requested within 10 business days of receipt of Advance Funding from Gerber Life. If such payment is not made by Policyholder within 10 days, Policyholder

shall immediately refund to Gerber Life the funds advanced by Gerber Life to Policyholder and Gerber Life may revoke Advance Funding privileges.

- It is the Policyholder's sole responsibility to request and apply Advance Funding in a manner that will secure appropriate provider discounts. In the event Policyholder cannot fund a claim in time to secure appropriate provider discounts, Gerber Life will not be liable for the amount that the discounts would have been if the provider had been timely paid.
- It is the Policyholder's sole responsibility to request and apply Advance Funding in a manner consistent with all current Plan and Contract provisions and applicable state and federal laws. In the event the Policyholder cannot request and receive Advance Funding from Gerber Life in time to meet any provision of the Plan, Contract or applicable law, Policyholder must immediately pay all claims for Eligible Benefits. No provision herein shall be deemed to alter the requirement contained in the Contract that claims for eligible benefits be paid by Policyholder within the Contract Basis period.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

Signed by the Company:

A handwritten signature in black ink, appearing to read "Robert D. Lewis". The signature is fluid and cursive, with a large initial "R" and "L".

Secretary

## FACTS

### WHAT DOES GERBER LIFE INSURANCE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and employment information</li> <li>▪ Account transactions and checking account information</li> <li>▪ Medical information and insurance claim history</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share Customer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Customer personal information; the reason Gerber Life Insurance chooses to share; and whether you can limit this sharing.

Reason we can share your personal information	Does Gerber Life Insurance share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your credit worthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 844-653-6193 or go to <a href="http://www.gerberlife.com">www.gerberlife.com</a>
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Who we are	
Who is providing this notice?	GERBER LIFE INSURANCE COMPANY
What we do	
How does Gerber Life Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Gerber Life Insurance collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Apply for insurance or pay insurance premiums</li> <li>▪ File an insurance claim or provide account information</li> <li>▪ Give us your contact information</li> </ul> <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday purposes – information about your credit worthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include non-financial companies such as Gerber Products Company, Nestle Nutrition, Nestle Waters, Dreyer's and Stouffer's.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Gerber Life does not share with non-affiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include banks and insurance agencies.</li> </ul>

#### OTHER IMPORTANT INFORMATION

Please see below for more information regarding your rights under state law.

#### NOTICE OF INFORMATION PRACTICES FOR ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEVADA, NEW JERSEY, NORTH CAROLINA, OHIO, OREGON, AND VIRGINIA RESIDENTS

We may collect personal information about you from persons other than you. In addition to information you provide us on applications or in connection with insurance coverage we issue to you, we may collect personal information about you from insurance support organizations (ISO) and consumer or other reporting agencies. Information obtained from a report prepared by an ISO may be retained by the ISO and disclosed to other persons. We may also disclose personal information about you to an insurance regulatory authority, or law enforcement, or other governmental authority to the extent permitted or required by law.

You have the right to request a copy of the personal information that we have about you. If we receive such a request, we will provide you a copy of your requested personal information within 30 days, as long as the information is reasonably locatable and retrievable. We may charge a reasonable fee to cover the costs incurred to provide you with copies of requested personal information.

You have the right to correct, amend or delete personal information we may have recorded about you. We will respond to your written request to correct, amend or delete personal information about you, within our possession, within 30 business days from the date your request is received.

If you wish to exercise your rights as provided in this notice, please write us at: Gerber Life Insurance Company, Attn: Privacy Officer, 445 State Street, Fremont, MI 49412. Please provide your full name, address and policy number.

#### FOR WISCONSIN RESIDENTS – POLICY CHANGE NOTIFICATION

Life insurance is a critical part of a broader financial plan. If you are considering making changes in the status of your policy you should consult with a licensed insurance or financial advisor in order to find an alternative best suited to your needs. Additional information about policy changes is available from the office of the commissioner of insurance at its website address: [http://oci.gov/oci home.htm](http://oci.gov/oci%20home.htm) or by telephone at 1-800-236-8517.

**IMPORTANT NOTICE FOR ALL CALIFORNIA RESIDENTS, NEW YORK & NEW JERSEY SENIOR CITIZEN RESIDENTS**

You have the right to name someone (in addition to yourself) to be notified if, for any reason, the premium for your policy is not paid and the policy is about to lapse or be cancelled. You are under no obligation to name another person to be notified. The choice is yours.

If you wish to name a secondary addressee to receive notification of any past due premium and policy lapse of coverage, please send written notification with the name and address of the third-party and your policy number to:

Gerber Life Insurance Company, Policy Administration Department, 445 State Street, Fremont, MI 49412

**IMPORTANT NOTICE FOR NEW YORK RESIDENTS WITH CASH VALUE**

Your policy with Gerber Life contains a cash surrender value. You have the right to request an updated policy illustration and/or further information on such cash value, including the current amount thereof.

To obtain further information on such cash value, or to request an illustration, you can submit a written request to:

Gerber Life Insurance, Customer Service Department, 445 State Street, Fremont, Michigan, 49412. Please include your name, address, policy number, and signature.

**IMPORTANT NOTICE FOR NEW YORK RESIDENTS WITH ACCIDENT-ONLY INSURANCE**

This is accident-only insurance. It does not provide coverage for sickness. This is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with your taxes.

**FOR NEVADA RESIDENTS - DO NOT CALL NOTIFICATION**

Nevada law requires us to advise you that you have the option to be placed on our internal "do not call" list if you do not want to receive sales calls from Gerber Life. You may make this request in the following convenient ways:

- Call 1-844-653-6193 and speak with a customer service representative
- Write us at: Gerber Life Insurance Company, Attn: Privacy Office, 445 State Street, Fremont, MI 49412

Please be sure to provide us with your name, address and all telephone numbers you wish to include on our list.

If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General's office at:

Office of the Nevada Attorney General, Bureau of Consumer Protection  
555 E. Washington Avenue, Suite 3900, Las Vegas, NV 89101  
Phone: (702) 486-3132 Email: BCPINFO@ag.state.nv.us

Please note that Gerber Life's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your Gerber Life policy, billing issues, claims and other matters that relate to the administration of your coverage with us.

**FOR NEW HAMPSHIRE RESIDENTS - POLICY CHANGE NOTIFICATION**

New Hampshire law requires Gerber Life to inform you that certain actions related to your life insurance policy may have significant future financial, tax or other implications. Such actions include:

- Surrender of the policy;
- Borrowing against the equity of your policy;
- Lapse of the policy;
- Failure to pay premium;
- Application of the equity of the policy toward payment of premium;
- Application of accumulated dividends toward payment of premium;
- Financing premium payments;
- Sale of the policy; and
- Assignment of the policy or any right under the policy.

Before you act, you should consider all options carefully and seek advice from a licensed financial advisor, attorney or other professional who can explain all available options and consequences.

**From:** [Matthew Birnie](#)  
**To:** [Frank Stichter](#)  
**Cc:** [Cheryl Seling](#)  
**Subject:** Stop Loss Coverage  
**Date:** Wednesday, December 2, 2020 4:35:08 PM

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Hi Frank,

We accept the VISTA \$50,000 renewal quote. but would like to explore increasing the Aggregating Specific as well.

Thanks,

Matthew

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Resolution; Delegating to the Vice President of Gu

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

A Resolution Delegating to the Vice President of the Gunnison Valley Health for Administrative Services the authority to negotiate and execute contracts and agreements to purchase County Real Property located at 804 College Avenue, Unit 30 in Gunnison, Co for the use of the Gunnison

**Fiscal Impact:**

**Submitted by:** Donita Bishop

**Submitter's Email Address:** dbishop@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/10/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 6/21/2022

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**BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY  
RESOLUTION NO. 22-\_\_\_\_**

**A RESOLUTION DELEGATING TO THE VICE PRESIDENT OF GUNNISON VALLEY HEALTH FOR ADMINISTRATIVE SERVICES THE AUTHORITY TO NEGOTIATE AND EXECUTE CONTRACTS AND AGREEMENTS TO PURCHASE COUNTY REAL PROPERTY LOCATED AT 804 COLLEGE AVENUE, UNIT 30 IN GUNNISON, COLORADO FOR THE USE OF THE GUNNISON VALLEY HOSPITAL**

**WHEREAS**, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

**WHEREAS**, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

**WHEREAS**, C.R.S. § 25-3-304(1) requires that if a public hospital board of trustees acquires and holds real property by conveyance on transfer of title, then title to all lands must be in the name of the County; and

**WHEREAS**, the Board of County Commissioners finds it necessary and appropriate to delegate authority to the Gunnison Valley Health Vice President for Administrative Services to act as its agent and negotiate and execute all necessary contracts and agreements for the purchase of real property located at 804 College Avenue, Unit 30, Gunnison, Colorado, to be used by Gunnison Valley Health;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado that Wade Baker, the Vice President for Administrative Services at Gunnison Valley Health, is hereby authorized and delegated the power to negotiate and execute contracts and agreements for the purchase of the following real property on behalf of the County for County purposes, including for use by Gunnison Valley Health:

Unit 10, The Lofts Townhomes within Lot 2, Meldrum Subdivision, also known as: 804 College Avenue, Unit 30 Gunnison, CO 81230.

**INTRODUCED** by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and adopted this \_\_\_\_\_ day of June 2022.

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

---

Jonathan Houck, Chairperson

---

Roland Mason, Commissioner

---

Elizabeth Smith, Commissioner

Attest:

---

Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Ratification of the County Manager's Signature; Em

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached job description and employment agreement, signed by Matthew Birnie and Martin Schmidt. Matthew is asking for ratification of his signature on the Employment Agreement.

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/14/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/10/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\khaase

Discharge Date: 6/14/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/21/2022

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## POSITION DESCRIPTION

**JOB TITLE:** Assistant County Manager for Public Works

**DEPARTMENT:** Public Works

**STATUS:** Exempt

**DATE:** 01/25/2022

### GENERAL PURPOSE

Performs complex supervisory, administrative and professional work in planning, organizing, directing, and supervising the Public Works Department. Responsibilities include roads, bridges, recycling, landfill, equipment maintenance and repair, the water treatment plant and distribution systems, wastewater collection systems, integrated weed management, and other public works projects and programs.

### SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the County Manager.

### SUPERVISION EXERCISED

Exercises supervision over Operations Manager, Fleet Manager, Utility Manager, Weed Manager, and department support staff.

### ESSENTIAL POSITION FUNCTIONS AND RESPONSIBILITIES

#### Strategic Direction

- Develops the 5 Year Capital Improvement Plan for Public Works Departments to be submitted yearly identifying needs for the upcoming years.
- Leads the team in making needed revisions to the department strategic plan. Works with the staff to understand and implement the strategic goals.
- Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the Public Works Department.
- Evaluates public works needs and formulates short- and long-range plans to meet needs in all areas of responsibility, including transportation, solid waste, fleet, utilities and acquisition of materials and equipment.
- Prepares applications for and administers grant programs relative to Public Works operations.
- Prepares and submits background materials and staff recommendations for the Board of County Commissioners. Attends Board of County Commissioner meetings and gives input as requested.

#### Operations

- Determines applicable codes, regulations, and requirements for assigned projects.
- Oversees project management for the construction of County public works projects. Oversees assigned projects to ensure contractor and/or department compliance with time and budget parameters for the project.
- Leads in the development of project specifications and determines what assistance might be required by outside agencies, consultants, or engineers in regard to plan preparation, acceptance testing, evaluation of field conditions, design changes, and reports.
- Supervises the review of private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
- Completes annual assessment of maintenance needs on all County shop facilities and associated buildings, such as the Marble City State Bank building.
- Oversees the development and on-going maintenance of the Gold Basin Industrial Park.
- Negotiates temporary and perpetual easements with private property owners for access or infrastructure improvements.

- Prepares requests for qualifications or bid documents for solicitation of consultants, engineers, or project contractors.
- Reviews and approves quantities and bid documents for road maintenance materials
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding department activities and services.
- Assesses need for additional landfill monitoring and expansion activities working with landfill consultants and engineering firm.
- Assists in the research of records maps and other data to obtain such typical engineering data as location of easements, utilities, access points, etc. Reviews information collected for completeness and accuracy. Determines if additional research is necessary and solicits help from others.
- Reviews surveys of project sites to obtain and analyze topographical details of sites.

#### Compliance & Safety

- Develops and maintains safety practices and procedures. Checks on methods used by support staff to insure their safety, and sees that protective devices and equipment are used where indicated.
- Assumes responsibility for formulating and implementing policies and procedures for compliance with all Commercial Driver's License requirements including training, drug testing, etc.
- Reviews Motor Pool policies and procedures and assists staff in compliance monitoring.
- Assumes responsibility for formulating and implementing policies and procedures for compliance with all Mine Health and Safety-Part 46 Regulations.
- Evaluates the needs and schedules at the White-Water Park. Insures compliance with land use approval and FAA requirements.
- Monitors inter-governmental actions affecting public works.
- Assumes responsibility for Solid Waste activity compliance with State and Federal regulations.
- Works with private property owners and private producers to secure gravel pits or sources of aggregate at acceptable prices.

#### Administration

- Prioritizes manager and foreman requests and revenues, reviews historical line item expenditures, allocates staff and submits budget document as requested by Finance Department.
- Reviews, edits and prepares annual Highway User's Tax Report for Commissioner signature which secures gas tax funding.
- Evaluate revenues and expenses and propose any needed fee increases.
- Reviews and approves the equipment replacement schedule prepared by the Fleet Manager to be submitted yearly as part of the budget process.
- Prioritizes the development of training programs and assists in the training of county personnel in public works systems and techniques.
- Leads in employee screening, interviewing, performance management, progressive discipline and hiring.

### **POSITION REQUIREMENTS:**

#### **A. Education and Requirements:**

- (A) Graduation from a four-year college or university with a degree in civil engineering, public administration, business administration or a closely related field; and
- (B) Minimum of six years previous experience with the public including at least two years in County or municipal government public works; or
- (B) Any equivalent combination of education and experience.

#### **B. Necessary Knowledge, Skills and Abilities:**

- (A) Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal or County setting; thorough knowledge of applicable County policies, laws, and regulations affecting Department activities;
- (B) Skill in operating the listed tools and equipment.
- (C) Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, County officials and the general public; Ability to conduct, or cause to be conducted, necessary engineering research and compile comprehensive reports.

#### **C. Special Requirements:**

- Must possess a valid Colorado driver's license.
- Willingness to take and successfully complete a First Aid class, CPR class, and other specialized or safety training that may be offered by the Public Works Department or other training facility.

- Willingness to participate in and complete certification for MSHA Part 46.

**PERIPHERAL DUTIES:**

- Assumes an active role as a member of the Gunnison River Festive Board, planning types of activities, etc.
- Attending and participation in the Hartman Rocks User Group. Working with the City of Gunnison as the co-owners of the Base Area to fund and implement needed projects and address requests.
- Participates in the West Elk Scenic Loop Scenic Byway Committee.
- Reviews plans and activities presented by the Marble HUB Board of Directors.

**TOOLS, EQUIPMENT:**

Personal computer, including word processing, spreadsheet, and data base; motor vehicle; phone; radio; fax and copy machine.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is required to stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to sit, climb or balance on steep slopes, stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee must be able to accomplish divided attention tasks (such as driving a vehicle and talking on the radio).

The employee must be able to hear engine/hydraulic noises, emergency sirens, and back-up alarms.

The employee must be able to hear and comprehend radio and phone messages.

The employee must be able to communicate in English (verbal and written).

The employee must be able to step 30" onto the first step of a piece of equipment and then pull their body to the next step which may be as far as 20" away.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions and is occasionally exposed to wet and/or humid conditions.

The employee occasionally works near moving mechanical parts.

The noise level in the work environment is generally moderately noisy. This office is adjacent to the repair facility, so there are occasional periods of loud noise and strong odors.

In coordinating with other employees this employee will be required to be in the shop area, material storage areas, landfill, recycling, and in the field where conditions may be cold, dusty, wet or greasy.

**SELECTION GUIDELINES:**

- Background check and CBI check will be performed
- Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**ACKNOWLEDGEMENT OF RECEIPT**  
**PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES DEPARTMENT**

I Martin William Schmidt acknowledge that I have received a copy of the current job description for the position of Assistant County Manager Public Works with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by Gunnison County in its sole discretion.



Signature

5/13/22

Date

**GUNNISON COUNTY  
ASSISTANT COUNTY MANAGER OF PUBLIC WORKS  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of May 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Martin Schmidt ("Employee").

1. Assistant County Manager of Public Works. The County agrees to employ Employee as the Assistant County Manager of Public Works, and Employee agrees to be employed as the Assistant County Manager of Public Works pursuant to the terms and conditions of this Agreement beginning on July 11, 2022.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager or his or her designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. A job description of representative duties is attached as Attachment A to this Agreement.

3. Employee Handbook. Except as otherwise stipulated herein, the Gunnison County Employee Handbook ("Employee Handbook") shall apply to Employee.

4. Term. This agreement shall remain in full force in effect from July 11, 2022 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as Employee would be eligible for increased accrual under Section 4-3 "Fringe Benefits" of the Employment Handbook.

b. Sick Leave. The Employee shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave as identified in the Employee Handbook.

c. Executive Leave. 40 hours of Executive Leave will be added to the Employee's Vacation leave balance each calendar year.

d. Cell Phone Reimbursement. Employee shall be eligible for a \$75.00 per month cell phone reimbursement.

e. Relocation Expenses. A reimbursement of up to \$6,000 will be provided to Employee to cover moving expenses.

f. Employee Housing. A County-owned rental in the Paintbrush complex in Gunnison will be available for rent to Employee.

6. Compensation. The County agrees to pay Employee for Employee's services a base salary of One-Hundred, Thirty-Four Thousand, Nine-Hundred and Forty-Eight Dollars and no cents (\$134,948.00). The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 3-5 "Classification System" of the Employee Handbook, and any subsequent amendments thereto, are applicable to Employee. To that end, Employee agrees that Employee's starting pay is based on a pay grade of 46, step 3.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Manager or his or her designee shall be responsible for reviewing and evaluating the performance of Employee annually.

9. Hours of Work. It is agreed by both parties that Employee is professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload, but shall normally be present during the County's business hours.

10. Employee's Responsibilities.

a. Exclusive Employment. Employee agrees to remain in the exclusive employ of the County throughout the period of Employment. The term "exclusive employ" shall not be construed to exclude occasional teaching or writing which is performed on Employee's time off and which does not adversely affect Employee's job performance.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the County Manager. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

11. Termination of Employment by County Manger.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the County Manager to terminate the

employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the County Manager at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Assistant County Manager of Public Works, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at the rate of Employee's pay and benefits at the time of termination, or the rate of Employee's average base pay for the preceding twenty-four (24) month period, whichever is greater.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following sixty (60) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement for Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury, or other mental or physical incapacity from performing the essential functions of the Assistant County Manager of Public Works position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE



Matthew Birnie, County Manager  
For BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO



Martin Schmidt

ATTEST:



Melanna Bollig  
Deputy County Clerk



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Professional Services Agreement; 970 Design; to ex

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** 970 Design

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

HHS wishes to contract with 970 Design for the communications deliverable of the Vaccine Outreach HRSA grant. Budget is \$95,000.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\akroneraff

Discharge Date: 6/15/2022

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/15/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 6/21/2022

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1 day of June, 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and 970 Design, whose address is 97 Main Street W105, Edwards, CO 81632 (herein “Contractor”).

### **RECITALS**

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

### **AGREEMENT**

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

#### **1. SERVICES.**

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

#### **2. TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on July 31, 2022, unless sooner terminated or replaced as provided herein.

#### **3. STRATEGIC RESULT.**

Execution of this Agreement will assist the County with its Promote Prosperous, Collaborative, and Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

#### **4. COMPENSATION, BONUS AND EXPENSES.**

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed ninety-five thousand and No/100 U. S. Dollars (\$95,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice as outlined in Appendix A.

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

#### 5. INSURANCE.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

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

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

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

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

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

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

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

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

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

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
- k. **ADDITIONAL SERVICES.** Any work Gunnison County wishes Contractor to create, which is not agreed upon in Appendix A, will be considered an additional service. Such work shall require a separate agreement executed by both parties and payment separate from and above that specified in this Agreement.
- l. **ACCREDITATION AND PROMOTIONS.** Contractor retains the right to reproduce, publish and display the deliverables in Contractor's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Scope of Work and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

## 12. DELEGATION AND ASSIGNMENT.

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

## 13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. In the event that work is postponed or terminated at the request of Gunnison County, Contractor shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within forty-five days of Gunnison County's written notification to stop work.

Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

#### 14. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights or proprietary rights. The term "proprietary rights" means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dress, trade secrets, know-how, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefor.

#### 15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

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

17. NO THIRD-PARTY BENEFICIARY.

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

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure

event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

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

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

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

Contractor: 970 Design  
Attn: Tom Bull  
97 Main Street W105  
Edwards, CO 81632

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

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

### 23. ENTIRE AGREEMENT.

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

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

### 24. RECORDS.

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

25. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By:  \_\_\_\_\_  
BC7A83EE5B5044F... 6/14/2022

APPENDIX “A”  
SCOPE OF SERVICES

Contractor shall perform and provide the following services:

## **PROJECT OVERVIEW**

970 is hired to execute a communications strategy to improve vaccination awareness among residents of the counties served by WCPHP. Additionally, the communications campaign is intended to improve general trust and communication among underserved communities and their county health leaders.

## **FEEDBACK & REVISIONS**

Reasonable expectation is for clients to provide requested feedback within 3 business days. Additionally, our creative process allots for two rounds of revisions at each phase of design. In the case of excessive revision rounds and/or unreasonable delays in feedback that results in delays beyond the agreed upon timeline, 970 Design reserves the right to invoice overage fees as outlined in the following section.

\*If delivery of finished work is delayed due to either party's failure to stay on timeline, 970 Design should give written notice to client.

## **PHASE 1 // DISCOVERY**

### **OVERVIEW**

The discovery phase features three (3) workshops including an organizational audit, initial brainstorm, and a ‘stakeholder summit’. These workshops allows our team to become deeply acquainted with your organization & team, and set guardrails for project success. Our goal is to onboard ourselves so that we are able to work seamlessly as an extension of your communications team. **The discovery process will include the delivery of a final timeline, scope of communications deliverables (including communications channel strategies), and allocation of budget.**

### **ORGANIZATIONAL AUDIT & INITIAL BRAINSTORM**

To kick off our project, we will meet in-person. Our goal during this meeting is first and foremost to learn about who you are as an organization on a deep level, and immerse ourselves into the community you serve. Additionally, we would like to collaboratively brainstorm different communication channel strategies, and determine a list of stakeholders to include for our Stakeholder Summit'. Coming out of this meeting we will have definitive guardrails for project success, and a clear vision of how we can craft a successful communications strategy.

### **STAKEHOLDER SUMMIT**

Since our outreach will be targeting a diverse group of individuals (low- income, non-English speakers, homeless, etc.), we want to ensure that community leaders play a key role in crafting our strategy. This summit will serve two main purposes: 1) Develop authentic and relevant messaging so we can build

community trust in these high-priority populations and 2) Build connections and collaborations for public health communications with local public health agencies as the centralized leader. While we have extensive relevant experience, we do not want to assume we know the best way to communicate to our audience, and will collaborate deeply with local communities to craft the best approach.

#### FINAL TIMELINE & BUDGET

We know that we have a set budget of \$95,000 to execute the goals of this project. Coming out of Discovery, we will have a complete understanding of how we will allocate this budget between communications strategy, channel distribution, and total ad spend. We will also deliver a detailed brand audit

### **PHASE 2 // CAMPAIGN & COMMUNICATIONS STRATEGY**

#### OVERVIEW

970 Design has experience running small and large-scale communication and outreach campaigns. Coming out of discovery, we will have a good idea of what we want to say, how we want to say it, and who we want to say it to. Our creative team will take this information and ring the communications campaign to life.’

#### CHANNEL STRATEGY & OPTIMIZATION

An intelligent marketing campaign is useless if it is not seen by the right audience. We work collaboratively to ensure your ads are shown in the right channels to maximize ROI. Channels may include, but are not limited to: digital and print media, video and audio content, social media messaging, outreach to non-digital audiences.

#### CAMPAIGN/COMMUNICATION GUIDES

970 Design will guide the creative and strategy by creating an overarching campaign/communication guide. Campaign guides are grounded in a strategic insight that guides the creative execution. Each campaign guide outlines goals, defines the visual style, establishes tagline(s), determines audiences, and provides a breakdown of channel strategy. As campaigns are launched and insights are distilled, we will use the campaign guide to help us pivot and develop new concepts in order to continue optimizing for performance.

### **PHASE 3 // CAMPAIGN & CONTENT CREATION\***

#### OVERVIEW

In order to tell a compelling story through our campaigns, we will develop a content creation plan that captures the essence of the strategy, and supports all campaign development needs. We have an extensive list of photographers and videographers we recommend and we have the ability to support all types of content creation and production for your campaign.

## BI-LINGUAL STORYTELLING

Storytelling is one of the most powerful ways to communicate with your audience. We work with your team to craft stories that resonate with your audience and convert against desired KPI's. Our team has the ability to deliver authentic and resonant bi-lingual messaging campaigns.

## GRAPHIC DESIGN

970 Design boasts a world-class, in-house graphic design team that will design all of the creative assets for your campaign. We will leverage photo, video, and digital assets to bring the messaging and campaign strategy to life in a way that resonates with the intended audience.

## AD & MEDIA BUYING

With an established communication guide and channel strategy, 970 Design will launch a coordinated marketing campaign to address the goals of WCPHP and its partners. Both a traditional and digital advertising media buy will be forecasted and defined. Our digital media buy may include but isn't limited to Google Search, Google Display, Facebook Advertising, Instagram Advertising, Programmatic, Connected TV and Sponsored content. Traditional media buying may include but isn't limited to Newspaper, Radio, Signage, Flyers, Direct Mail, Vehicle Wraps, Signage and Posters. *Our media spend will range from \$40,000 to \$60,000.*

## PHOTOGRAPHY\*

We direct and coordinate lifestyle photoshoots in collaboration with preferred photographers. This includes developing a shot list, organizing talent, and coordinating all aspects of the photoshoot to capture the necessary assets in conjunction with communication goals. Our team handles post-production and all associated costs, including photographer rates and edits.

## VIDEO\*

Video provides us with depth and story-telling elements that can truly convey a message in a way that still photography cannot. Cinematography provides rich content that we can use across the comm as well as organic social and other digital media platforms such as YouTube pre-roll.

*\* Content creation needs to be determined during Discovery*

## **PHASE 4 // CAMPAIGN MONITORING\***

### OVERVIEW

Once our communications campaign is launched, it is important that we continue to monitor and optimize the campaign to ensure its success. We will have meetings to continually discuss key performance and conversion metrics to ensure our communications strategy is achieving our desired outcome.

## CAMPAIGN ANALYSIS, OPTIMIZATIONS & REPORTING

After 970 Design gets all the campaigns off the ground we will be sure each creative is tracking towards our desired outcomes. By setting KPI (Key Performance Indicators), and studying campaign costs we can be sure each creative is tracking towards our greater campaign goals. We will do monthly reporting and resetting of goals so we know how your campaign is performing and we can adjust accordingly.

## ACCOUNT MANAGEMENT & WEEKLY MEETINGS

970 Design will schedule bi-weekly calls to go over digital marketing reports, as well as insight into campaign guides, exploring company goals, and setting weekly priorities. This information provides key insight as to how we can iterate campaigns to continually maximize efficiency against KPI's.

*\* Campaign monitoring needs, including the scheduling of check-in meetings, to be determined during discovery*

## CONTACT INFORMATION

**Name:** 970 Design, LLC, Attn: Slade Cogswell

**Address:** 97 Main St w105, Edwards, CO 81632

**Phone:** 970.331.0078

**Email:** slade@970design.com

## PAYMENT SCHEDULE

Client to be invoiced **\$47,500** upon signature of this contract to cover 50% of total project costs. Client to be invoiced for the remaining 50% of project fees (**\$47,500**) on **July 31st, 2022**.

This payment is to cover all contractor, production, and any other associated costs with the execution of a strategic communications strategy on behalf of WCPHP in accordance with the above scope of work.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Temporary Road Use Agreement; Closure of a Portion

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**Action Requested:** County Manager Signature

**Parties to the Agreement:** City of Gunnison and Gunnison County

**Term Begins:** July 4, 2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Each year the City of Gunnison requests the closure of CR #49 for safety for the annual fireworks display.

**Fiscal Impact:**

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 6/15/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: Deputy County Manager time

Agenda Date: 6/21/2022

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Thursday, June 2, 2022

Dear Marlene Crosby  
Gunnison County Public Works Director,

The City of Gunnison Parks & Recreation Department is seeking permission to close use of County Road 49 during setup and launching of fireworks on Monday, July 4, 2022. This will be the City's 71st fireworks show for residents and visitors to the Gunnison Valley. Western Enterprises Inc., the same organization that provided the show last year, will launch the fireworks display. This request for road closure is the same as we have requested in the past and you approved that last year.

County road 49 runs east and west north of the runways on the outside of the security fences of the airport. The closure of County Road 49 starts the morning of July 4 to vehicular use, then **all use** by roughly 1:00 pm; it will reopen at 8am on Tuesday, July 5, 2022. The Gunnison Police Department, paid staff, and paid temporary staff will provide security for the July 4 event. The checkpoints are manned by staff and other non-law enforcement personnel but will be overseen by the Gunnison Police Department. There will also be the Gunnison Fire Department and EMS service from GVH on hand for any potential emergency needs that may arise during the fireworks display. County road 49 will be accessible for all emergency use necessary during this event on Monday, July 4, 2022 from 7:00am – 11:30pm. All radio communications for the July 4 event in the parks will be conducted on the police "incident" channel. Radio traffic throughout the city and county will continue to be on Regional "Local" Law. The Incident Channel will only be used for law enforcement, fire and EMS working the July 4 event in the parks. Feel free to contact Chris Wilson with the Gunnison Police Department should you have any questions relating to the radio channel(s) being used for the event.

As in the past I am asking that you bring this road closure up to the Board of County Commissioners at an official meeting sometime early in June for approval.

There will be one location for the ignition of the fireworks, located in the "Parks department" parking lot at the softball/baseball fields. The main reason for closure of County Road 49 is to reduce the risk of anyone approaching the designated and dangerous "launch area" from the back or south side of the parking lot.

The displays will be launching in a direction away from the airport runways. During the day, before the fireworks show there may be some aerial fireworks launched reminding folks of the fireworks show later in the evening. This is done with a visual observation of any air traffic and then launched. These fireworks are mostly loud "reports" and do not go up as high as the normal aerial fireworks. The director of the fireworks will notify the airport before the launching any of these "reports". The actual times for the aerial display will be from 9:30pm until 10:00pm.

Western Enterprises Inc. has their own pyrotechnics trained professionals and the event is insured. Both the City of Gunnison and Gunnison County are named as co-insured on the insurance waiver, I will make sure you get a copy of this document.

Should an emergency arise involving the airport the display may be suspended or delayed to accommodate this need. The Lead Display Officer of the fireworks show is Jeffrey Dean (Cell) 719-250-8981.

Thank you for your assistance in this very important community event.

A handwritten signature in cursive script that reads "Andy Eflin".

Andy Eflin  
Ice Rink Manager/Events Coordinator  
970-210-1777



## TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT (hereinafter "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF GUNNISON, GUNNISON, CO, USA, INC., whose address is P.O. Box 239, Gunnison, Colorado 81230-1274 (hereinafter "City of Gunnison") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ( hereinafter "Gunnison County" ).

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

### 1. GRANT OF PERMISSION TO USE.

Gunnison County grants to the City of Gunnison temporary permission to close a portion of County Road 49 (the "Property") only as set forth herein.

### 2. TERM OF USE.

The City of Gunnison shall temporarily close a portion of County Road 49 July 4, 2022 at 7:00 a.m. for all use and will re-open at 8:00 a.m. on July 5, 2022.

### 3. CITY OF GUNNISON'S USE LIMITED.

The City of Gunnison's use of County Road 49 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a fireworks aerial display special event in accordance with previous historical use of the Property for such event.

### 4. OBLIGATIONS OF THE RESPECTIVE PARTIES.

a. The City of Gunnison shall ensure closure of County Road 49 from its intersection with Teller Street to all traffic, including but not limited to foot, bicycle and vehicle traffic, with the exception of Gunnison County personnel, City of Gunnison personnel, emergency vehicles, law enforcement, and contractor traffic for the set-up, conduct and clean-up of fireworks aerial display special event.

b. **GOVERNMENT IMMUNITY.** The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

c. The City of Gunnison shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of the City of Gunnison regarding the fireworks aerial display special event, with limits no less than:

Comprehensive 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)**.

The City of Gunnison shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Friday, June 17, 2022.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the City of Gunnison or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. The City of Gunnison shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 49 caused by the City's use of the Property under this Agreement.

e. The City of Gunnison shall shoot the fireworks vertically to keep foreign object debris/damage (FOD) to a minimum on the Airport Safety and Movement Areas. Gunnison County will continue to work with the City of Gunnison on foreign object debris/damage (FOD) issues.

f. The City of Gunnison will need to keep emergency access routes open through San Juan and Teller streets and keep an emergency access route down County Road 49.

g. The City of Gunnison will be responsible for communicating with the I-Bar for access needs they have during the road closure period. Gunnison County will notify the lessees of the ranch that could possibly have animals in the pastures along County Road 49.

h. Should any damage happen to adjacent fences, the City of Gunnison will be responsible for fixing the damage.

i. Gunnison County will Notice to Airmen (NOTAM) the fireworks.

j. There are several commercial flights scheduled for July 4, 2022. The City of Gunnison must coordinate with Airport Operations for information on the status of those flights and permission to commence the fireworks display. Airport Operations can be reached at 970-641-2304.

k. During this time, for any reason should an aircraft enter this area, Gunnison County will notify the City and the fireworks display will be temporarily halted until the aircraft is safely out of this area.

l. Gunnison County shall coordinate fire protection, with the Gunnison Fire Department and the Aircraft Rescue Fire Fighting (ARFF) crew.

m. Gunnison County Airport Personnel will monitor Universal Communications Common Frequency (UNICOM) and area traffic during the fireworks display time period.

5. NON-WAIVER.

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

City of Gunnison:  
City Manager  
P.O. Box 239  
Gunnison, CO 81230

Gunnison County:  
Board of County Commissioners  
of the County of Gunnison, Colorado  
c/o County Manager  
200 East Virginia Avenue  
Gunnison, CO 81230

7. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained.

Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW - BINDING AGREEMENT.

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT.

This instrument constitutes the entire Agreement between Gunnison County and the City of Gunnison, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE.

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

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

CITY OF GUNNISON, CO, USA, INC.

By: \_\_\_\_\_  
Russ Forrest, City Manager

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Matthew Birnie, County Manager

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Treasurer's Report

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly and Investment reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

**Submitter's Email Address:** ddunbar@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

**TREASURER'S MONTHLY REPORT FOR MAY 2022**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	11,426,710.82	2,238,124.36	(1,386,047.87)	12,278,787.31
Due from Tre-Road & Bridge	2,857,474.31	106,767.39	(301,940.45)	2,662,301.25
Due from Tre-Human Services	579,892.83	35,160.41	(57,947.80)	557,105.44
Due from Tre-Public Health Agency	171,202.58	91,894.75	(760.51)	262,336.82
Due from Tre-Conservation Trust	141,161.76	218.15	-	141,379.91
Due from Tre-Bond Fund	873.49	1.35	-	874.84
Due from Tre-Airport	2,870,196.43	46,906.26	(5,425.86)	2,911,676.83
Due from Tre-Sales Tax	4,880,503.73	12,433.10	(34.58)	4,892,902.25
Due from Tre-Land Preservation	1,132,404.70	53,350.26	-	1,185,754.96
Due from Tre-Mosquito	62,389.99	6,380.19	(313.95)	68,456.23
Due from Tre-Sage Grouse	194,300.84	299.35	(595.60)	194,004.59
Due from Tre-Risk Management	255,074.15	358.58	(23,046.41)	232,386.32
Due from Tre-Airport Construction	2,536,747.27	16,834.67	(62,860.24)	2,490,721.70
Due from Tre-Capital Projects	272,356.72	384.18	(23,759.85)	248,981.05
Due from Tre-Sewer	1,550,702.60	142,554.40	(11,385.48)	1,681,871.52
Due from Tre-Water	898,587.45	1,499.43	(6,837.63)	893,249.25
Due from Tre-Solid Waste	208,258.04	131,562.41	(339,820.45)	-
Due from Tre-Housing Authority	872,016.69	18,456.47	(11,372.08)	879,101.08
Due from Tre-Gunn Sr Housing	982.86	30,928.00	(31,910.86)	-
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,785,726.08	270,683.97	(0.16)	2,056,409.89
Due from Tre-Internal Service II	878,403.30	1,853.16	(55,705.13)	824,551.33
Due from Tre-Insurance Trust	1,723,244.16	27,520.13	-	1,750,764.29
Due from Tre-Local Marketing District	1,853,167.89	305,376.92	-	2,158,544.81
Due from Tre-Rural Trans Auth	6,676,534.09	301,931.27	(39.17)	6,978,426.19
Due from Tre-Public Trustee Agency	13,498.91	-	(5,141.72)	8,357.19
Due from Tre-Series 2010 Bond Reserve	236.37	0.37	-	236.74
Due from Tre-Terminal Construction	738,540.39	1,141.35	-	739,681.74
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	275.00	(275.00)	-
Due from Tre-Treas Fees	-	83,110.83	(83,110.83)	-
Due from Tre-Health Claims	64,229.77	123,434.32	(96,760.31)	90,903.78
Due from Tre-Landfill Closure	1,064,979.78	7,075.91	-	1,072,055.69
Due from Tre-Landfill Cons Resv	919,343.07	21,618.81	-	940,961.88
Due from Tre-Payroll Clearing	13,969.46	768,046.64	(767,562.78)	14,453.32
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	13,535.53	20.92	-	13,556.45
Due From Tre-Housing Authority Restricted Deposits	11,000.00	-	-	11,000.00
Due From Tre-Housing Authority Restricted Cash #2	277,625.29	-	-	277,625.29
Due from Tre-Accounts Payable Clearing	230,584.61	2,419,208.55	(2,423,262.32)	226,530.84
Due from Tre-Finance Revenue Clearing	448.55	2,634,570.25	(2,612,348.30)	22,670.50
Due from Tre-Water Resource	58,158.01	89.88	-	58,247.89
Due from Tre-Workforce Impact Fees	-	-	-	-
Due from Tre-Living Community	192,541.49	69,725.04	(193,753.94)	68,512.59
<b>COUNTY FUNDS TOTAL</b>	<b>47,608,396.40</b>	<b>9,969,797.03</b>	<b>(8,502,019.28)</b>	<b>49,076,174.15</b>
<b>CITIES AND TOWNS</b>	\$	\$	\$	\$
Due from Tre-Crested Butte General	78,550.42	29,230.84	(79,517.22)	28,264.04
Due from Tre-Crested Butte Street/Alley	236,999.51	73,758.98	(240,966.72)	69,791.77
Due from Tre-Gunnison City General	112,379.17	45,321.96	(113,223.22)	44,477.91
Due from Tre-Marble General	3,664.31	4,636.24	(3,753.52)	4,547.03
Due from Tre-Mt Crested Butte General	255,895.92	85,008.86	(264,560.64)	76,344.14
Due from Tre-Pitkin General	5,062.20	2,048.65	(5,100.08)	2,010.77
<b>CITIES AND TOWNS TOTAL</b>	<b>692,551.53</b>	<b>240,005.53</b>	<b>(707,121.40)</b>	<b>225,435.66</b>
<b>SCHOOLS</b>	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	2,938,257.42	1,222,280.64	(3,869,796.32)	290,741.74
Due from Tre-Gunn RE1J Bond	1,061,589.47	415,478.80	(1,407,782.02)	69,286.25
Due from Tre-Delta 50J General	334,164.17	9,465.17	(337,425.54)	6,203.80
Due from Tre-Delta 50J Bond	61,364.45	711.56	(61,971.82)	104.19
Due from Tre-Montrose RE1J General	22,440.98	9,144.83	(28,948.58)	2,637.23
Due from Tre-Montrose RE1J Bond	2,884.62	1,110.12	(3,742.31)	252.43
Due from Tre-Reij 2014 Mill Override	532,078.81	207,803.19	(705,315.39)	34,566.61

<b>SCHOOLS TOTAL</b>	4,952,779.92	1,865,994.31	(6,414,981.98)	403,792.25
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	226.89	1.29	(226.89)	1.29
Due From Tre-Gunn Rising #3	0.43	-	(0.43)	-
Due From Tre-Gunn Rising #4	0.43	-	(0.43)	-
Due from Tre-CO River Water CD	88,268.88	34,328.40	(89,782.87)	32,814.41
Due from Tre-Reserve MD2	36,519.58	13,397.46	(38,123.94)	11,793.10
Due from Tre-Mt Crested Butte DDA	220,440.17	41,777.97	(221,693.52)	40,524.62
Due from Tre-Bostwick Park Water CD	601.64	395.47	(613.03)	384.08
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	63,119.68	19,391.89	(63,642.03)	18,869.54
Due from Tre-Mt CB Water/San	211,502.83	70,822.84	(218,708.33)	63,617.34
Due from Tre-East River Regional SD	21,643.40	8,221.25	(21,872.92)	7,991.73
Due from Tre-Cemetery	46,010.63	20,645.47	(46,646.66)	20,009.44
Due from Tre-Gunn Co Metro Rec Dist	159,384.68	63,032.98	(162,251.27)	60,166.39
Due from Tre-N Fork Water CD	7,079.63	124.31	(7,080.35)	123.59
Due from Tre-Skyland MD	136,909.21	45,846.06	(138,180.65)	44,574.62
Due from Tre-Upper Gunn Water CD	306,114.40	120,987.39	(311,651.68)	115,450.11
Due from Tre-Crested Butte Fire PD	676,410.03	246,168.02	(690,882.40)	231,695.65
Due from Tre-Gunn Co Fire PD	168,230.46	80,989.49	(170,812.48)	78,407.47
Due from Tre-Carbondale & Rural Fire PD	30,834.63	61,202.02	(32,635.62)	59,401.03
Due from Tre-Ragged Mt Fire PD	36,401.99	1,321.72	(36,423.12)	1,300.59
Due from Tre-Arrowhead Fire PD	10,190.14	2,790.55	(10,266.40)	2,714.29
Due From Tre-Library General Fund	334,730.76	130,192.51	(340,472.65)	124,450.62
Due From Tre-Reserve MD#2 BOND 2016A	101,260.01	35,936.34	(105,674.83)	31,521.52
Due From Tre-North Fork Ambulance Health Service D	81,781.70	2,895.86	(81,831.74)	2,845.82
Due From Tre-Reserve MD #2 BOND 2016B	14,209.32	4,988.01	(14,830.34)	4,366.99
Due From Tre-Reserve MD #2 BOND 2016C	12,434.73	4,365.72	(12,978.25)	3,822.20
Due From Tre-Crested Butte Fire PD Bond	367,349.44	135,086.56	(375,087.80)	127,348.20
<b>IMPROVEMENT DISTRICTS TOTAL</b>	3,131,655.69	1,144,909.58	(3,192,370.63)	1,084,194.64
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	528,230.73	559,848.44	(506,242.15)	581,837.02
Due from Tre-Clerk Sales Tax	-	76,943.62	(76,904.87)	38.75
Due from Tre-SOT	-	257,993.38	(257,993.38)	-
Due from Tre-State Auto	-	204,325.27	(204,325.27)	-
Due from Tre-Clerk ST Domestic Abuse	-	80.00	(80.00)	-
Due from Tre-Clerk State Registrar	18.00	12.00	(18.00)	12.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	989.00	(989.00)	-
Due from Tre-Range Improvement Dist 3	-	2,112.28	-	2,112.28
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	(16,930.92)	49,587.28	(8,477.41)	24,178.95
Due from Tre-Investment Interest	-	80,726.40	(80,726.40)	-
Due from Tre-Treas Deed	2,540.08	-	(45.00)	2,495.08
Due from Tre-Unused Remittances	5,908.34	794,337.68	-	800,246.02
Due from Tre-Elected Official Fees Clrg	23,109.75	44,680.98	(45,691.95)	22,098.78
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	556,533.53	2,071,636.33	(1,181,493.43)	1,446,676.43
<b>GRAND TOTALS</b>	<b>56,941,917.07</b>	<b>15,292,342.78</b>	<b>(19,997,986.72)</b>	<b>52,236,273.13</b>

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 May 2022.

Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

Jonathan Houck  
Chairman of the Board of County Commissioners

Date Accepted: \_\_\_\_\_

Gunnison County Treasurer						
Investment Report						
31-May-22						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	267,284.97			Cash	N/A
Bank of the West	1101	3,257,096.42	0.00%		Chkg	N/A
Bank of the West CC	1103	2,306,030.41	0.00%		Chkg	N/A
Bank of the West MM	1104	4,396,050.17	0.25%		MMA	Mo
Wells Fargo Warrant Clearing	1145	683,056.51	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	7,928,781.79	0.25%		Chkg	Mo
Colortrust Plus	1118	1,258,949.42	0.79%		Pool	Mo
C-Safe	1121	2,406,605.13	0.75%		Pool	Mo
Community Banks of Colorado MM	1320	1,283,994.12	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,028,683.89	0.20%		MMA	Quarterly
Investment Clearing	1199	309,098.51	0.01%		MMA	Mo
<b>TOTAL CASH AND CHECKING</b>		<b>25,279,793.02</b>			<b>48.39%</b>	
INVESTMENTS						
Ally Bank GJX2	1313	-				MATURED
Alma Bank 0BQ9	1282	245,412.58	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	244,661.62	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	239,303.99	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	245,000.00	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	252,212.81	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	227,031.21	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	245,956.72	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	240,033.85	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	245,587.75	2.25%		CD	SA/MAT 7/26/22 5yrs
BMO Harris Bank XAN0	1259	228,758.95	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	232,625.29	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA4	1272	243,847.74	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	234,077.41	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	247,679.07	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	239,360.10	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	245,620.58	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	247,603.37	3.10%		CD	SA/MAT 5/4/23
East Boston Savings PDL2	1254	235,576.07	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	243,155.15	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZW5	1233	470,860.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	243,531.25	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	484,449.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	453,215.21	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	465,719.50	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	464,838.50	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	464,927.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	330,452.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	325,680.60	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	475,579.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	461,577.50	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	488,719.50	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	576,991.20	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	498,406.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB ANJK7	1229	919,382.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	458,793.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	459,774.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LMA3	1241	467,124.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	465,845.50	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	466,360.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	471,938.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	461,410.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	465,362.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	479,476.50	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	472,391.50	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	485,519.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB LW67	1238	466,979.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	277,828.50	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC XAP9	1248	463,288.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Natl Bank of America YUJ2	1228	221,852.40	0.85%		cd	M/Mat 9/30/26
Firststier Bank LAH1	1304	244,010.93	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	232,714.72	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	246,609.16	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	256,244.59	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	224,175.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	238,139.26	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9154	1402	220,029.57	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	239,726.86	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	235,526.58	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JB10	1258	239,484.03	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	242,221.21	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	245,119.56	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	241,650.60	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	238,288.96	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	246,960.00	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	237,724.97	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	229,833.27	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	242,166.08	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	238,354.62	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	259,707.26	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0TT2	1472	245,772.48	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	247,261.06	2.90%		CD	SA/Mat 3/29/23 5 yrs
Texas Capital Bank PLY3	1255	242,941.51	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	230,124.82	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	228,448.78	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	459,140.50	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	471,093.50	1.62%		AG	SA/Mat 1/31/27
Wells Fargo Bank 3A48	1488	244,802.28	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
<b>TOTAL INVESTMENTS</b>		<b>26,960,051.60</b>			<b>51.61%</b>	
Cash per Treasurer's Ledger		52,239,844.62			100.00%	
Plus Pending Disbursements		(3,671.49)				
<b>Total Due to All Funds</b>		<b>52,236,173.13</b>				

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** May 2022 Cash Transfer Report

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

May 2022 Cash Transfer Report

**Fiscal Impact:** \$4,285,201.40

**Submitted by:** Kelly Weak

**Submitter's Email Address:** kweak@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 6/15/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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**GUNNISON COUNTY, COLORADO**  
**CASH TRANSFER AUTHORIZATION**  
 May-22

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(739,089.02)
130	95 11122	General - Payroll Account	768,046.64	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	(2,612,348.30)
002	02 11900	Road & Bridge	0.00	(301,776.11)
003	03 11900	Human Services	0.00	(57,441.24)
004	04 11900	Public Health Agency	15,438.60	0.00
007	07 11900	Conservation Trust	0.00	(8,004.00)
008	08 11900	Bond Fund	0.00	0.00
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	0.00	(5,001.73)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	1,424.92	0.00
013	13 11900	Land Preservation	51,520.61	0.00
030	30 11900	Mosquito Control	1,315.00	0.00
032	32 11900	Sage Grouse Trust	0.00	(595.60)
034	34 11900	Risk Management	0.00	(23,046.41)
041	41 11900	Airport Construction	0.00	(62,860.24)
043	43 11900	Capital Expenditures	0.00	(23,759.85)
050	50 11900	Gunnison County Sewer	0.00	(9,987.36)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(6,837.63)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(338,504.93)
125	52 11101	Solid Waste - Landfill Closure	5,421.70	0.00
126	52 11102	Solid Waste - Landfill Const	20,166.88	0.00
070	70 11900	Housing Authority	0.00	(3,197.08)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
142	70 11102	Housing Authority Restricted Cash	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(31,910.86)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	266,839.76	0.00
082	82 11900	ISF-II	0.00	(55,699.32)
090	90 11900	Health Insurance Trust	23,091.92	0.00
115	90 11101	Health Insurance Claims	123,434.32	0.00
091	91 11900	Local Marketing District	302,046.23	0.00
092	92 11900	Transportation Authority	287,246.27	0.00
093	93 11900	Public Trustee Agency	0.00	(5,141.72)
145	95 11121	Accounts Payable Clearing	2,419,208.55	0.00
<b>TOTALS</b>			<b>\$ 4,285,201.40</b>	<b>\$ (4,285,201.40)</b>

TRANSFER FOR JOURNAL ENTRIES:

205024, 205025, 205026, 205027, 205028,  
 202358, 203407, 203409, 111344, 112404, 112440, 112341, 110348, 112332, 112373, 112360, 112361, 112352, 205171,  
 205287, 205286, 205288, 205292, 205176, 205291, 205229, 205273, 204346, 205233, 205172, MAY PRJ, MAY AP,  
 205175, 205289, 205295,

PREPARED BY: [Signature]

DATE: 6/10/22

AUTHORIZED BY: [Signature]

DATE: 6/10/22

RECEIVED BY TREASURER: [Signature]

DATE: 6-10-22

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
May-22**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				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	Public Health 04 11900
-	205024,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2022	(20,262.96)						(315.41)	
-	205025,	STND2: BUDGETED INTERFUND TRANSF	5/31/2022	47,476.65					(6,947.50)		(5,185.83)
-	205026,	STND3: MAPPING SYSTEM CHARGES	5/31/2022	(11,863.41)					(1,675.91)	(22.08)	(22.08)
-	205027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2022	(3,503.33)					(300.00)	(510.00)	(720.00)
-	205028,	STND5: COMPUTER SYSTEM CHARGES	5/31/2022	(20,644.15)					(1,496.67)	(1,490.01)	(3,898.32)
-	202358,	PCARD DISTRIBUTION FEB	2/28/2022	22,620.82					(611.39)	(1,631.83)	(5,633.39)
-	203407,	PCARD	3/31/2022	51.62							(51.62)
-	203409,	PCARDMAR	3/31/2022	30,244.73					(1,649.63)	(6,969.78)	(8,340.45)
-	111344,	PCARDNOV	11/30/2021	29,939.71					(2,052.81)	(1,599.37)	(17,046.70)
-	112404,	PCARDDEC	12/31/2021	27,197.61					(299.65)	(4,255.42)	(14,307.60)
-	112440,	BUD TRANS	12/31/2021	(61,947.00)							61,947.00
-	112341,	FUELTX4Q21	12/31/2021	(2,564.23)						26.28	6.07
-	110348,	PCARD	10/31/2021	270.59						(228.59)	
-	112332,	TRANSG	12/31/2021	5,802.05							
-	112373,	MREC DEC21	12/31/2021	18,120.09						(18,120.09)	
-	112360,	EQUIPMENT USAGE DEC	12/31/2021	(1,051.24)					(310,336.56)		
-	112361,	MATUSEDEC	12/31/2021						(11,430.52)		
-	112352,	REC PW CE	12/31/2021						1,285.05		
-	205171,	RECORD RETIREMENT FORFEITURES	5/31/2022	(1,240.03)					1,240.03		
-	205287,	COPIES COLOR MAY 2022	5/31/2022	(910.98)					(0.18)	(27.90)	(51.12)
-	205286,	POSTAGE USE MAY 2022	5/31/2022	(1,395.82)							
-	205288,	COPIES BLACK MAY 2022	5/31/2022	(861.04)					(1.52)	(6.00)	(33.84)
-	205292,	TRFSALESTX	5/31/2022								
-	205176,	REC RETIRE	5/31/2022	14.78							(14.78)
-	205291,	LANDFILL ALLOCATION MAY	5/31/2022								
-	205229,	PH PHOTOCOPY MAY	5/31/2022	(40.00)							(442.80)
-	205273,	DHS RENT MAY	5/31/2022	12,596.00						(12,596.00)	
-	204346,	MOTORPOOL RENTS APR	4/30/2022	(2,243.77)							(577.61)
-	205233,	REVENUE CLEARING ACTIVITY	5/31/2022	113,217.77				(2,612,348.30)	213,099.66	122,608.78	174,873.44
-	205172,	NET PAYROLL TRANSFER	5/31/2022	(768,046.64)							
-	MAY PRJ,	Payroll Journals	5/31/2022	484,405.96					(174,082.64)	(121,239.88)	(135,600.42)
-	MAY AP,	AP CLEARING APRIL	5/31/2022	(623,300.62)					(6,515.87)	(10,754.14)	(29,461.35)
-	205175,	RECUTILITY	5/31/2022							(309.80)	
-	205289,	REC MED/DEN/FLEX/Rx CHECKS APR	5/31/2022	(3,723.46)							
-	205295,	DUETOFROM	5/31/2022	(7,448.72)							
-		TOTALS		(739,089.02)	-	-	-	(2,612,348.30)	(301,776.11)	(57,441.24)	15,438.60

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**May-22**

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32	34
			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	Sage Grouse 32 11900	Risk Management 34 11900
205024,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2022					(502.25)						
205025,	STND2: BUDGETED INTERFUND TRANSF	5/31/2022					(4,635.00)		(10,935.00)		1,315.00		
205026,	STND3: MAPPING SYSTEM CHARGES	5/31/2022					(22.08)						
205027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2022					(246.67)						
205028,	STND5: COMPUTER SYSTEM CHARGES	5/31/2022					(1,183.33)						
202358,	PCARD DISTRIBUTION FEB	2/28/2022					(2,495.97)						
203407,	PCARD	3/31/2022											
203409,	PCARDMAR	3/31/2022					(2,567.23)						
111344,	PCARDNOV	11/30/2021											
112404,	PCARDDEC	12/31/2021					(1,841.26)						
112440,	BUD TRANS	12/31/2021											
112341,	FUELTX4Q21	12/31/2021											
110348,	PCARD	10/31/2021											
112332,	TRANSG	12/31/2021										(5,802.05)	
112373,	MREC DEC21	12/31/2021											
112360,	EQUIPMENT USAGE DEC	12/31/2021											
112361,	MATUSEDEC	12/31/2021											
112352,	REC PW CE	12/31/2021											
205171,	RECORD RETIREMENT FORFEITURES	5/31/2022											
205287,	COPIES COLOR MAY 2022	5/31/2022					(46.44)						
205286,	POSTAGE USE MAY 2022	5/31/2022											
205288,	COPIES BLACK MAY 2022	5/31/2022					(19.01)						
205292,	TRFSALESTX	5/31/2022		455,069.36					(455,069.36)				
205176,	REC RETIRE	5/31/2022											
205291,	LANDFILL ALLOCATION MAY	5/31/2022										7,268.11	
205229,	PH PHOTOCOPY MAY	5/31/2022											
205273,	DHS RENT MAY	5/31/2022											
204346,	MOTORPOOL RENTS APR	4/30/2022											
205233,	REVENUE CLEARING ACTIVITY	5/31/2022					207,963.58		565,950.70	62,210.61			
205172,	NET PAYROLL TRANSFER	5/31/2022											
MAY PRJ,	Payroll Journals	5/31/2022					(84,205.67)						
MAY AP,	AP CLEARING APRIL	5/31/2022	(8,004.00)	(455,069.36)			(114,248.27)		(98,521.42)	(10,690.00)	-	(2,061.66)	(23,046.41)
205175,	RECUTILITY	5/31/2022											
205289,	REC MED/DEN/FLEX/Rx CHECKS APR	5/31/2022		-									
205295,	DUETOFROM	5/31/2022											
TOTALS			(8,004.00)	-	-	-	(5,001.73)	-	1,424.92	51,520.61	1,315.00	(595.60)	(23,046.41)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**May-22**

JE's	Description	Finance Business Date	41	43	50	50	51	51	52	52	52	70	70
			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	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101
205024,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2022			(397.12)		(576.68)		(12,618.14)				
205025,	STND2: BUDGETED INTERFUND TRANSF	5/31/2022			(4,216.64)		1,558.31		(6,092.49)			(810.00)	
205026,	STND3: MAPPING SYSTEM CHARGES	5/31/2022					(661.50)					(22.08)	
205027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2022							(30.00)				
205028,	STND5: COMPUTER SYSTEM CHARGES	5/31/2022					(133.33)		(290.00)				
202358,	PCARD DISTRIBUTION FEB	2/28/2022			(438.24)		(63.03)		(3,289.07)				
203407,	PCARD	3/31/2022											
203409,	PCARDMAR	3/31/2022							(2,736.91)				
111344,	PCARDNOV	11/30/2021					(50.63)		(1,969.96)				
112404,	PCARDDEC	12/31/2021					(216.63)						
112440,	BUD TRANS	12/31/2021											
112341,	FUELTX4Q21	12/31/2021					32.86		346.86				
110348,	PCARD	10/31/2021											
112332,	TRANSG	12/31/2021											
112373,	MREC DEC21	12/31/2021											
112360,	EQUIPMENT USAGE DEC	12/31/2021					(132.42)		(3,922.90)				
112361,	MATUSEDEC	12/31/2021											
112352,	REC PW CE	12/31/2021					(489.42)						
205171,	RECORD RETIREMENT FORFEITURES	5/31/2022											
205287,	COPIES COLOR MAY 2022	5/31/2022											
205286,	POSTAGE USE MAY 2022	5/31/2022											
205288,	COPIES BLACK MAY 2022	5/31/2022											
205292,	TRFSALESTX	5/31/2022											
205176,	REC RETIRE	5/31/2022											
205291,	LANDFILL ALLOCATION MAY	5/31/2022							(32,856.69)	5,421.70	20,166.88		
205229,	PH PHOTOCOPY MAY	5/31/2022											
205273,	DHS RENT MAY	5/31/2022											
204346,	MOTORPOOL RENTS APR	4/30/2022											
205233,	REVENUE CLEARING ACTIVITY	5/31/2022					3,714.72		13.43				
205172,	NET PAYROLL TRANSFER	5/31/2022											
MAY PRJ,	Payroll Journals	5/31/2022			(3,582.41)		(8,849.43)		(69,665.53)				
MAY AP,	AP CLEARING APRIL	5/31/2022	(62,860.24)	(23,759.85)	(1,662.75)		(970.45)		(210,672.57)			(2,365.00)	
205175,	RECUTILITY	5/31/2022			309.80								
205289,	REC MED/DEN/FLEX/Rx CHECKS APR	5/31/2022											
205295,	DUETOFROM	5/31/2022							5,279.04				
	<b>TOTALS</b>		(62,860.24)	(23,759.85)	(9,987.36)	-	(6,837.63)	-	(338,504.93)	5,421.70	20,166.88	(3,197.08)	-

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**May-22**

JE's	Description	Finance Business Date	70	71	71	72	80	82	90	90	91	92	93
			Hsg Auth Hsg Sales 70 11102	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900
205024,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2022					34,672.56						
205025,	STND2: BUDGETED INTERFUND TRANSF	5/31/2022					3,106.66	(5,305.00)	(4,888.33)		(3,465.83)	(975.00)	
205026,	STND3: MAPPING SYSTEM CHARGES	5/31/2022						14,289.14					
205027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2022					(30.00)	5,370.00					(30.00)
205028,	STND5: COMPUTER SYSTEM CHARGES	5/31/2022					(253.33)	29,589.14					(200.00)
202358,	PCARD DISTRIBUTION FEB	2/28/2022					(2,175.77)	(3,818.23)	(2,421.90)				(42.00)
203407,	PCARD	3/31/2022											
203409,	PCARDMAR	3/31/2022					(2,776.20)	(4,459.34)	(703.19)				(42.00)
111344,	PCARDNOV	11/30/2021					(1,779.82)	(4,446.29)					(42.00)
112404,	PCARDDEC	12/31/2021					(152.61)	(6,082.44)					(42.00)
112440,	BUD TRANS	12/31/2021											
112341,	FUELTX4Q21	12/31/2021					2,152.16						
110348,	PCARD	10/31/2021											(42.00)
112332,	TRANSG	12/31/2021											
112373,	MREC DEC21	12/31/2021											
112360,	EQUIPMENT USAGE DEC	12/31/2021					315,443.12						
112361,	MATUSEDEC	12/31/2021					11,430.52						
112352,	REC PW CE	12/31/2021					(795.63)						
205171,	RECORD RETIREMENT FORFEITURES	5/31/2022											
205287,	COPIES COLOR MAY 2022	5/31/2022						1,036.62					
205286,	POSTAGE USE MAY 2022	5/31/2022						1,395.82					
205288,	COPIES BLACK MAY 2022	5/31/2022						921.41					
205292,	TRFSALESTX	5/31/2022											
205176,	REC RETIRE	5/31/2022											
205291,	LANDFILL ALLOCATION MAY	5/31/2022											
205229,	PH PHOTOCOPY MAY	5/31/2022						482.80					
205273,	DHS RENT MAY	5/31/2022											
204346,	MOTORPOOL RENTS APR	4/30/2022					2,897.49	(76.11)					
205233,	REVENUE CLEARING ACTIVITY	5/31/2022		8,696.00							572,178.73	567,820.88	
205172,	NET PAYROLL TRANSFER	5/31/2022											
MAY PRJ,	Payroll Journals	5/31/2022					(47,116.89)	(29,440.76)	194,079.39				(4,701.72)
MAY AP,	AP CLEARING APRIL	5/31/2022		(42,776.54)			(47,782.50)	(55,156.08)	(43,263.19)		(266,666.67)	(279,599.61)	
205175,	RECUTILITY	5/31/2022											
205289,	REC MED/DEN/FLEX/Rx CHECKS APR	5/31/2022						(119,710.86)	123,434.32				
205295,	DUETOFROM	5/31/2022		2,169.68									
TOTALS			-	(31,910.86)	-	-	266,839.76	(55,699.32)	23,091.92	123,434.32	302,046.23	287,246.27	(5,141.72)

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:**

**May-22**

JE's	Description	Finance Business Date	<b>95</b>	
			Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
205024,	STND1: VEHICLE/EQUIPMENT RENT	5/31/2022		
205025,	STND2: BUDGETED INTERFUND TRANSF	5/31/2022		
205026,	STND3: MAPPING SYSTEM CHARGES	5/31/2022		
205027,	STND4: TELEPHONE/FAX SYSTEM CHARGES	5/31/2022		
205028,	STND5: COMPUTER SYSTEM CHARGES	5/31/2022		
202358,	PCARD DISTRIBUTION FEB	2/28/2022		
203407,	PCARD	3/31/2022		
203409,	PCARDMAR	3/31/2022		
111344,	PCARDNOV	11/30/2021		
112404,	PCARDDEC	12/31/2021		
112440,	BUD TRANS	12/31/2021		
112341,	FUELTX4Q21	12/31/2021		
110348,	PCARD	10/31/2021		
112332,	TRANSG	12/31/2021		
112373,	MREC DEC21	12/31/2021		
112360,	EQUIPMENT USAGE DEC	12/31/2021		
112361,	MATUSEDEC	12/31/2021		
112352,	REC PW CE	12/31/2021		
205171,	RECORD RETIREMENT FORFEITURES	5/31/2022		
205287,	COPIES COLOR MAY 2022	5/31/2022		
205286,	POSTAGE USE MAY 2022	5/31/2022		
205288,	COPIES BLACK MAY 2022	5/31/2022		
205292,	TRFSALESTX	5/31/2022		
205176,	REC RETIRE	5/31/2022		
205291,	LANDFILL ALLOCATION MAY	5/31/2022		
205229,	PH PHOTOCOPY MAY	5/31/2022		
205273,	DHS RENT MAY	5/31/2022		
204346,	MOTORPOOL RENTS APR	4/30/2022		
205233,	REVENUE CLEARING ACTIVITY	5/31/2022		
205172,	NET PAYROLL TRANSFER	5/31/2022		768,046.64
MAY PRJ,	Payroll Journals	5/31/2022		
MAY AP,	AP CLEARING APRIL	5/31/2022	2,419,208.55	
205175,	RECUTILITY	5/31/2022		
205289,	REC MED/DEN/FLEX/Rx CHECKS APR	5/31/2022	-	
205295,	DUETOFROM	5/31/2022		
TOTALS			2,419,208.55	768,046.64

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Sales Tax - LMD Reports

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**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

April 2022 Sales Tax and Local Marketing District Tax Reports

**Fiscal Impact:** See reports.

**Submitted by:** Kelly Weak

**Submitter's Email Address:** kweak@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\akroneraff

Discharge Date: 6/15/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 6/21/2022

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Gunnison County, Colorado  
County Taxable Sales  
For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	0	0	0	0	0	0	0	0	75,359,169
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	0	0	0	0	0	0	0	0	56,829,025
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	0	0	0	0	0	0	0	0	29,216,297
Marble	102,381	141,319	148,498	113,763	0	0	0	0	0	0	0	0	505,961
Pitkin	16,078	57,347	54,260	93,995	0	0	0	0	0	0	0	0	221,680
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	0	0	0	0	0	0	0	0	45,927,156
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>0</b>	<b>208,059,288</b>							
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>0.00</b>	<b>2,080,592.88</b>							
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>									

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	20,077,443	255,916,781
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	15,932,227	167,915,771
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	6,108,786	51,409,373
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599	150,251	3,281,011
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747	80,553	1,709,362
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	13,232,335	138,277,459
<b>TOTAL TAXABLE SALES</b>	<b>42,289,834</b>	<b>46,152,517</b>	<b>51,834,277</b>	<b>35,547,664</b>	<b>40,272,510</b>	<b>60,478,994</b>	<b>70,588,636</b>	<b>62,273,651</b>	<b>64,060,054</b>	<b>47,061,943</b>	<b>42,368,082</b>	<b>55,581,595</b>	<b>618,509,757</b>
<b>Computed 1% Sales Tax</b>	<b>422,898.34</b>	<b>461,525.17</b>	<b>518,342.77</b>	<b>355,476.64</b>	<b>402,725.10</b>	<b>604,789.94</b>	<b>705,886.36</b>	<b>622,736.51</b>	<b>640,600.54</b>	<b>470,619.43</b>	<b>423,680.82</b>	<b>555,815.95</b>	<b>6,185,097.57</b>
<b>% Incr(Decr) of 2021 over 2020</b>	<b>11.54%</b>	<b>21.90%</b>	<b>67.66%</b>	<b>39.42%</b>	<b>34.53%</b>	<b>40.95%</b>	<b>22.20%</b>	<b>17.97%</b>	<b>12.51%</b>	<b>12.30%</b>	<b>19.99%</b>	<b>10.12%</b>	<b>23.65%</b>

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	68,898,821	75,359,169	6,460,348	9.38%
Crested Butte	49,767,515	56,829,025	7,061,510	14.19%
Mt. Crested Butte	21,878,150	29,216,297	7,338,147	33.54%
Marble	503,892	505,961	2,069	0.41%
Pitkin	248,516	221,680	(26,836)	-10.80%
Unincorporated	34,527,398	45,927,156	11,399,758	33.02%
<b>TOTAL TAXABLE SALES</b>	<b>175,824,292</b>	<b>208,059,288</b>	<b>32,234,996</b>	<b>18.33%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>981,034</b>	<b>1,199,208</b>	<b>218,174</b>	<b>22.24%</b>

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	55,701,706	68,898,821	13,197,115	23.69%
Crested Butte	31,541,279	49,767,515	18,226,236	57.79%
Mt. Crested Butte	15,853,696	21,878,150	6,024,454	38.00%
Marble	276,226	503,892	227,666	82.42%
Pitkin	127,512	248,516	121,004	94.90%
Unincorporated	28,690,376	34,527,398	5,837,022	20.34%
<b>TOTAL TAXABLE SALES</b>	<b>132,190,795</b>	<b>175,824,292</b>	<b>43,633,497</b>	<b>33.01%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>739,750</b>	<b>981,034</b>	<b>241,285</b>	<b>32.62%</b>

**PREVIOUS YEARS FOR COMPARISON**

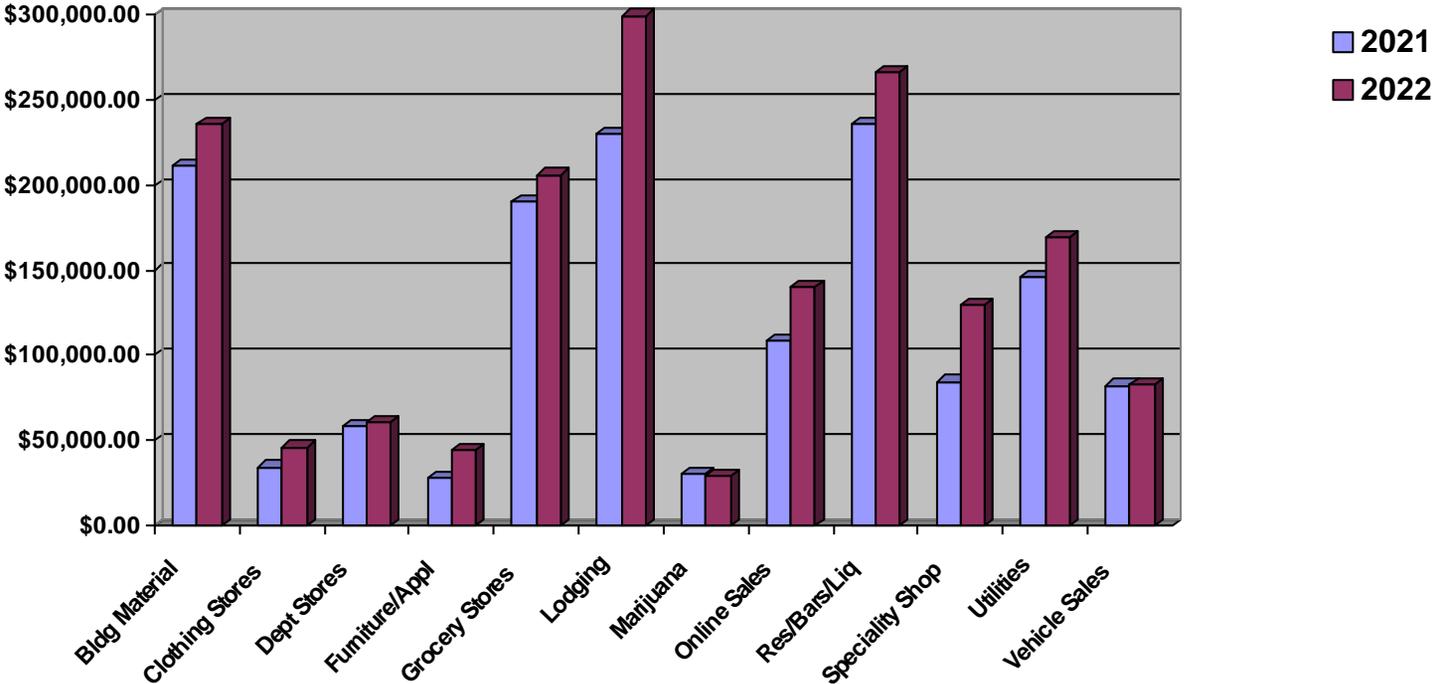
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
<b>TOTAL TAXABLE SALES</b>	<b>457,300,539</b>	<b>500,213,617</b>	<b>42,913,078</b>	<b>9.38%</b>

	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%
<b>TOTAL TAXABLE SALES</b>	<b>419,090,814</b>	<b>457,300,539</b>	<b>38,209,725</b>	<b>9.12%</b>

**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					
2022	Current Month TOTAL COUNTY REVENUE	\$ 297,058.63	\$ 301,597.68	\$ 366,263.96	\$ 234,287.96										\$ 1,199,208.23	\$ 1,199,208.23	\$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%	26.27%	17.54%											22.24%	35.20%
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	\$ 326,388.65	\$ 3,571,764.10	\$ 981,034.46	\$ 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%	9.15%		32.62%	28.80%	
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	\$ 299,015.41	\$ 2,869,287.29	\$ 739,749.86	\$ 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%	14.84%		14.70%	31.28%	
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	\$ 260,373.24	\$ 2,502,978.46	\$ 644,922.86	\$ 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%	33.69%		8.28%	30.56%	
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	\$ 194,759.60	\$ 2,224,261.28	\$ 595,625.11	\$ 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%	6.80%		6.71%	30.96%	
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	\$ 182,355.98	\$ 1,963,145.82	\$ 558,158.91	\$ 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%	5.95%		1.49%	30.36%	
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	\$ 172,116.30	\$ 1,881,604.24	\$ 549,986.48	\$ 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%	4.24%		12.59%	29.92%	
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	\$ 165,122.68	\$ 1,758,576.30	\$ 488,504.21	\$ 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%	8.69%		11.44%	30.72%	
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	\$ 151,915.60	\$ 1,623,680.64	\$ 438,353.77	\$ 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%	9.74%		3.64%	29.78%	
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	\$ 138,427.93	\$ 1,510,103.53	\$ 422,950.45	\$ 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%	5.56%		6.34%	29.67%	
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	\$ 131,131.54	\$ 1,407,944.60	\$ 397,735.11	\$ 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%	-7.50%		2.42%	29.92%	
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	\$ 141,760.78	\$ 1,374,141.13	\$ 388,329.30	\$ 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%	4.34%		-0.46%	29.54%	
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	\$ 135,867.11	\$ 1,349,111.46	\$ 390,121.65	\$ 1,448,152.00	

# 2021/2022 YTD INDUSTRY COMPARISON AS OF APRIL



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April 2022

*Taxes by Industry*

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<b>Amusement &amp; Entertainment</b>	\$9,405.98
<b>Bldg Material &amp; Trades</b>	\$59,940.63
<b>Clothing Stores</b>	\$4,198.04
<b>Department Stores</b>	\$16,767.63
<b>Furniture &amp; Appliance Stores</b>	\$13,071.43
<b>Gas/Convenience Stores</b>	\$5,710.70
<b>Grocery Stores</b>	\$42,389.58
<b>Lodging</b>	\$22,593.78
<b>Manufacturing</b>	\$9,935.27
<b>Marijuana</b>	\$5,452.48
<b>Miscellaneous Services</b>	\$23,560.27
<b>Online Sales</b>	\$54,499.26
<b>Ranching &amp; Agriculture</b>	\$134.76
<b>Restaurant/Bars/Liquor Stores</b>	\$44,325.72
<b>Specialty Shops</b>	\$27,008.10
<b>Utilities</b>	\$32,930.03
<b>Vehicle Sales/Parts/Services</b>	\$20,925.87
<b><i>GRAND TOTAL:</i></b>	<b>\$392,849.53</b>

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# *Taxes by Industry and Jurisdiction*

## April 2022

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### **Amusement & Entertainment**

<i>Almont</i>	13.10
<i>Crested Butte</i>	1881.54
<i>Gunnison</i>	6085.58
<i>Marble</i>	8.21
<i>Mt. Crested Butte</i>	716.53
<i>Ohio City</i>	3.73
<i>Parlin</i>	12.25
<i>Pitkin</i>	10.27
<i>Powderhorn</i>	0.65
<i>Rem of Cnty</i>	671.33
<i>Somerset</i>	2.79

***Grand Total By Industry:*** \$9,405.98

### **Bldg Material & Trades**

<i>Crested Butte</i>	18236.60
<i>Gunnison</i>	32082.89
<i>Marble</i>	337.65
<i>Mt. Crested Butte</i>	1799.57
<i>Ohio City</i>	17.42
<i>Pitkin</i>	414.84
<i>Rem of Cnty</i>	6461.15
<i>Somerset</i>	590.51

***Grand Total By Industry:*** \$59,940.63

### **Clothing Stores**

<i>Almont</i>	13.45
<i>Crested Butte</i>	1872.28
<i>Gunnison</i>	1672.99
<i>Marble</i>	16.33
<i>Mt. Crested Butte</i>	249.02
<i>Ohio City</i>	6.82
<i>Parlin</i>	3.88
<i>Powderhorn</i>	0.87
<i>Rem of Cnty</i>	343.39
<i>Tincup</i>	19.01

***Grand Total By Industry:*** \$4,198.04

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**Department Stores**

<i>Almont</i>	-3.47
<i>Crested Butte</i>	1434.15
<i>Gunnison</i>	13860.38
<i>Marble</i>	30.81
<i>Mt. Crested Butte</i>	153.49
<i>Ohio City</i>	5.42
<i>Pitkin</i>	115.01
<i>Rem of Cnty</i>	1149.70
<i>Somerset</i>	22.14

***Grand Total By Industry:*** \$16,767.63

**Furniture & Appliance Stores**

<i>Almont</i>	59.29
<i>Crested Butte</i>	4176.03
<i>Gunnison</i>	3798.44
<i>Marble</i>	26.96
<i>Mt. Crested Butte</i>	1555.72
<i>Ohio City</i>	8.11
<i>Pitkin</i>	17.20
<i>Powderhorn</i>	1.35
<i>Rem of Cnty</i>	3397.40
<i>Somerset</i>	30.93

***Grand Total By Industry:*** \$13,071.43

**Gas/Convenience Stores**

<i>Almont</i>	13.73
<i>Crested Butte</i>	603.86
<i>Gunnison</i>	4634.83
<i>Pitkin</i>	0.15
<i>Rem of Cnty</i>	458.13

***Grand Total By Industry:*** \$5,710.70

**Grocery Stores**

<i>Almont</i>	12.32
<i>Crested Butte</i>	6276.23
<i>Gunnison</i>	35925.45
<i>Marble</i>	7.30
<i>Mt. Crested Butte</i>	16.12
<i>Ohio City</i>	5.55
<i>Rem of Cnty</i>	145.45
<i>Somerset</i>	1.16

*Grand Total By Industry:* \$42,389.58

**Lodging**

<i>Almont</i>	1120.03
<i>Crested Butte</i>	4418.56
<i>Gunnison</i>	5554.26
<i>Marble</i>	176.48
<i>Mt. Crested Butte</i>	7175.19
<i>Pitkin</i>	26.66
<i>Powderhorn</i>	9.02
<i>Rem of Cnty</i>	4042.63
<i>Somerset</i>	70.95

*Grand Total By Industry:* \$22,593.78

**Manufacturing**

<i>Almont</i>	1.88
<i>Crested Butte</i>	2712.17
<i>Gunnison</i>	3460.99
<i>Marble</i>	5.93
<i>Mt. Crested Butte</i>	129.23
<i>Ohio City</i>	242.23
<i>Pitkin</i>	44.60
<i>Powderhorn</i>	0.35
<i>Rem of Cnty</i>	2596.65
<i>Somerset</i>	741.24

*Grand Total By Industry:* \$9,935.27

**Marijuana**

<i>Crested Butte</i>	1577.96
<i>Gunnison</i>	3874.52

*Grand Total By Industry:* \$5,452.48

**Miscellaneous Services**

<i>Almont</i>	1.72
<i>Crested Butte</i>	4023.05
<i>Gunnison</i>	10688.90
<i>Marble</i>	148.15
<i>Mt. Crested Butte</i>	760.75
<i>Ohio City</i>	14.21
<i>Parlin</i>	0.12
<i>Pitkin</i>	4.57
<i>Powderhorn</i>	-0.08
<i>Rem of Cnty</i>	6645.12

<i>Somerset</i>	1273.75
<i>Tincup</i>	0.01
<b><i>Grand Total By Industry:</i></b>	<b>\$23,560.27</b>
<b>Online Sales</b>	
<i>Rem of Cnty</i>	54499.26
<b><i>Grand Total By Industry:</i></b>	<b>\$54,499.26</b>
<b>Ranching &amp; Agriculture</b>	
<i>Marble</i>	37.22
<i>Rem of Cnty</i>	97.54
<b><i>Grand Total By Industry:</i></b>	<b>\$134.76</b>
<b>Restaurant/Bars/Liquor Stores</b>	
<i>Crested Butte</i>	17614.99
<i>Gunnison</i>	22932.02
<i>Mt. Crested Butte</i>	2641.94
<i>Rem of Cnty</i>	1136.77
<b><i>Grand Total By Industry:</i></b>	<b>\$44,325.72</b>
<b>Specialty Shops</b>	
<i>Almont</i>	27.68
<i>Crested Butte</i>	6801.09
<i>Gunnison</i>	13465.61
<i>Marble</i>	7.34
<i>Mt. Crested Butte</i>	656.72
<i>Ohio City</i>	19.46
<i>Parlin</i>	316.85
<i>Pitkin</i>	20.14
<i>Powderhorn</i>	0.42
<i>Rem of Cnty</i>	2634.04
<i>Somerset</i>	3055.28
<i>Tincup</i>	3.47
<b><i>Grand Total By Industry:</i></b>	<b>\$27,008.10</b>
<b>Utilities</b>	
<i>Almont</i>	850.15
<i>Crested Butte</i>	4507.15
<i>Gunnison</i>	8560.23
<i>Marble</i>	279.08
<i>Mt. Crested Butte</i>	5474.58
<i>Ohio City</i>	141.02
<i>Parlin</i>	0.06
<i>Pitkin</i>	208.88

<i>Rem of Cnty</i>	12562.50
<i>Somerset</i>	346.38

***Grand Total By Industry:*** \$32,930.03

**Vehicle Sales/Parts/Services**

<i>Crested Butte</i>	3198.12
<i>Gunnison</i>	12309.05
<i>Marble</i>	56.17
<i>Mt. Crested Butte</i>	114.78
<i>Ohio City</i>	28.38
<i>Parlin</i>	1.43
<i>Pitkin</i>	77.63
<i>Rem of Cnty</i>	4745.00
<i>Somerset</i>	395.31

***Grand Total By Industry:*** \$20,925.87

\$392,849.53

**COMPARATIVE MARKETING DISTRICT TAX FIGURES**

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10										
	Interest Credit	35.00	199.00	11.00	-										
	Program Cost	142.12	151.65	226.31	233.30										
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40									\$ 1,334,749.35	\$ 1,334,749.35
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%										
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,076,348.63
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
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	\$ 670,277.74
	% 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	\$ 670,684.12
	% 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	\$ 587,453.28
	% 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	\$ 598,947.55
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 587,500.73
% 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%	
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	\$ 473,471.74
% 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	\$ 338,316.11
% 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	\$ 327,561.39
% 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	\$ 298,310.09
% 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	\$ 321,581.03

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Certification of Delinquent Taxes and Authorizatio

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Certify delinquent water/sewer amounts to County Treasurer for collection

**Fiscal Impact:** \$11,392.68 plus interest and fees

**Submitted by:** Kelly Weak

**Submitter's Email Address:** kweak@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\akroneraff

Discharge Date: 6/15/2022

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**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/21/2022

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**Kathy Simillion**  
County Clerk & Recorder  
221 N. Wisconsin Street  
Gunnison, CO 81230



Elections (970) 641-7927  
Elections Fax (970) 642-4675  
Motor Vehicle (970) 641-1602  
Recording (970) 641-2038  
Motor Vehicle & Recording Fax (970) 641-7956

June 21, 2022

Debbie Dunbar  
Gunnison County Treasurer  
221 North Wisconsin, Suite T  
Gunnison, Colorado 81230

Board of County Commissioners  
of Gunnison County, Colorado  
200 East Virginia Avenue  
Gunnison, Colorado 81230

Dear Treasurer Dunbar & Commissioners:

Attached please find lists of persons who are delinquent in payment of rates, fees, tolls, and charges for the connection with and use of the Dos Rios, Antelope Hills, Somerset and North Gunnison Divisions of the Gunnison County Sewer and Water District. These names are certified pursuant to Colorado Revised Statute 30-20-420. I hereby request that you collect these taxes as provided in the statutes.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Simillion".

Kathy Simillion  
Gunnison County Clerk

attachments

cc: Matthew Birnie, County Manager  
Marlene Crosby, Assistant County Manager and Public Works Director  
Matthew Hoyt, County Attorney

June 21, 2022

## GUNNISON COUNTY WATER AND SEWER DISTRICT

I, Kathy Simillion, Gunnison County Clerk, do hereby certify to the Board of County Commissioners of Gunnison County and the Gunnison County Treasurer the following accounts to be delinquent:

<u>Account Number</u>	<u>Parcel Number</u>	<u>Owner</u>	<u>Legal Description</u>	<u>Balance @ March 31, 2022</u>
20033	3701-223-03-062	PAUL COLEMAN 800 SIERRA VISTA WAY GUNNISON, CO 81230	A.H. MOBILE # 32 & 33	391.20
20055	3701-223-04-064	DANIEL, THOMAS, MICHELLE DUFT 21 SAGE LN GUNNISON, CO 81230	A.H. MOBILE # 55	596.26
20061	3701-223-05-004	DEAN SCHMIDT 868 E 5TH AVE DURANGO, CO 81301	A.H. MOBILE # 61	391.20
20077	3701-223-06-046	CHRISTOPHER & KRISTINA HULET 14 WILLOW LN GUNNISON, CO 81230	A.H. MOBILE # 77	81.49
20078	3701-223-06-046	CHRISTOPHER & KRISTINA HULET 14 WILLOW LN GUNNISON, CO 81230	A.H. MOBILE # 78	267.45
20116	3701-214-02-007	ERIC EVAN HENKE 826 ANTELOPE RD GUNNISON, CO 81230	A.H. II BLK 1 # 6	514.95
20141	3701-214-03-002	KALEB DIX AND RAYMOND DIX 430 ANTELOPE RD GUNNISON, CO 81230	WEST ANTELOPE CREEK LOT 2	267.45
20147	3787-031-04-016	DAREN BIGGERS 56 BUENA VISTA DR GUNNISON, CO 81230	LOT 1 GUNNISON HEIGHTS	39.41
21012	3185-170-07-003	CINDIE SORENSEN 12496 3790 RD PAONIA, CO 81428	BLK 9 LOT 3	1,334.70
22111	3701-240-11-020	BRIAN GARRISON 229 COUNTY RD 11 UNIT 1 GUNNISON, CO 81230	PONDEROSA PARK LOT E1	733.89
22112	3701-240-11-011	R MORGAN CAVANAUGH 146 5TH AVE CHARDON, OH 44024	PONDEROSA PARK LOT E10	493.17

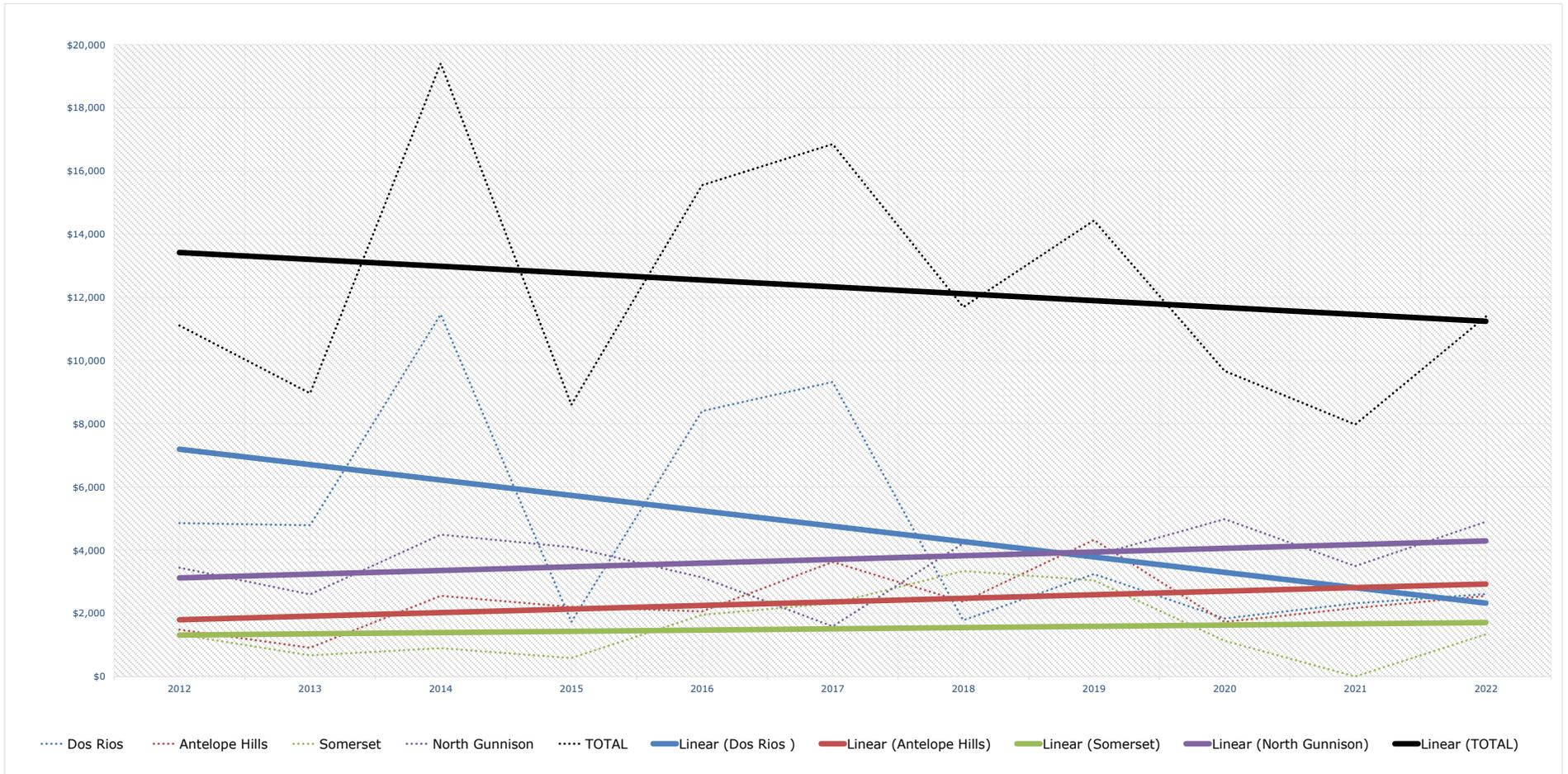
22233	3701-240-05-022	ARIEL & ERNEST TIDWELL 358 BLACKFOOT TRL GUNNISON, CO 81230	GUNN RIVER 2 # 20	330.15
22327	3701-240-03-014	BRANDON, CHERYL, & BARI SMEJKAL 109 ARAPAHOE RD GUNNISON, CO 81230	GUNN RIVER 1 # 2	380.00
22397	3699-202-03-004	JOSEPH & TAMI MOSELEY 45 TAMARIND DR GUNNISON, CO 81230	N VALLEY 2 LOT 21	993.17
22405	3699-202-06-004	JOHN EPPS PO BOX 220 ALMONT, CO 81210	N VALLEY 2 LOT 29	750.10
22425	3701-240-01-007	ERIC WALTER KIKLEVICH PO BOX 1561 GUNNISON, CO 81230	CLINES HOMESITES LOT 1	610.15
22437	3701-130-05-011	STEPHEN HUDDLESTON 1611 PINE OAK DR CONROE, TX 77304	SPRING MEADOWS LOT 7	610.15
50086	3787-100-09-028	MICHELLE BURNS PO BOX 3334 CRESTED BUTTE, CO 81224	FAIRWAY # C01	468.45
50140	3787-100-26-012	AMY, GRANT & MACKENZIE MARKWELL 112 CAMINO DEL RIO UNIT 22 GUNNISON, CO 81230	HEATHERWOOD # 22	61.10
50240	3787-080-01-013	LILIANA & AMADO ALVARADO 3 PHYLLIS LN GUNNISON, CO 81230	PLEASANT VIEW # 15	261.75
50258	3787-080-01-012	SILVIA V PEREZ HERNANDEZ 2 PHYLLIS LN GUNNISON, CO 81230	PLEASANT VIEW # 14	365.10
50278	3787-100-10-010	ROBERT EMERY LEONARD III 21092 COUNTRY PARK RD SALINAS, CA 93908	DOS RIOS CONDOS #205	428.84
50329	3787-142-01-018	MICHAEL & SHEILA ANDERSON 98 COTTONWOOD TRL GUNNISON, CO 81230	GOLD BASIN # 23	571.80
50574	3787-100-24-002	BOZEMAN FAMILY HOLDINGS 705 SEEPOR DR ALLEN, TX 75013	ISLAND CONDOS # E10	450.75

\$ 11,392.68



**GUNNISON COUNTY SEWER AND WATER DISTRICT  
DELINQUENT SEWER AND WATER ACCOUNTS  
FOR THE YEARS 2012-2022**

DIVISION	2012	% CHANGE	2013	% CHANGE	2014	% CHANGE	2015	% CHANGE	2016	% CHANGE	2017	% CHANGE	2018	% CHANGE	2019	% CHANGE	2020	% CHANGE	2021	% CHANGE	2021
Dos Rios	4,852.81	-1.4%	4,786.65	139.5%	11,466.09	-84.9%	1,727.24	386.4%	8,401.88	11.0%	9,324.63	-80.9%	1,778.94	82.2%	3,241.61	-43.4%	1,835.05	26.2%	2,315.94	12.6%	2,607.79
Antelope Hills	1,483.35	-38.7%	909.45	180.7%	2,552.39	-13.8%	2,198.95	-6.3%	2,061.31	76.0%	3,628.27	-34.8%	2,364.16	82.9%	4,323.69	-60.0%	1,729.11	25.3%	2,166.49	17.7%	2,549.41
Somerset	1,330.38	-49.8%	668.48	33.9%	895.22	-34.7%	584.58	234.1%	1,952.95	18.4%	2,312.25	44.4%	3,338.64	-8.8%	3,043.44	-62.9%	1,128.13	-100.0%	-	#DIV/0!	1,334.70
North Gunnison	3,443.61	-24.5%	2,599.06	72.8%	4,491.87	-8.9%	4,092.97	-23.4%	3,136.08	-49.4%	1,586.75	165.5%	4,213.38	-9.3%	3,823.24	30.3%	4,982.40	-29.9%	3,493.74	40.3%	4,900.78
<b>Total Certifications</b>	<b>\$ 11,110.15</b>	<b>-19.3%</b>	<b>\$ 8,963.64</b>	<b>116.5%</b>	<b>\$ 19,405.57</b>	<b>-55.7%</b>	<b>\$ 8,603.74</b>	<b>80.8%</b>	<b>\$ 15,552.22</b>	<b>8.4%</b>	<b>\$ 16,851.90</b>	<b>-30.6%</b>	<b>\$ 11,695.12</b>	<b>23.4%</b>	<b>\$ 14,431.98</b>	<b>-33.0%</b>	<b>\$ 9,674.69</b>	<b>-17.6%</b>	<b>\$ 7,976.17</b>	<b>42.8%</b>	<b>\$ 11,392.68</b>



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Highpoint Townhome Plat; Lots 15 & 16; Crested But

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Highpoint TH Plat Lot 15 & 16 CB So. 1st Filing

**Fiscal Impact:**

**Submitted by:** Beth Baker

**Submitter's Email Address:** bbaker@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ASFR 6.8.22.

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/8/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/21/2022

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Date: June 7, 2022

RE: Highpoint Townhome Plat  
Highpoint Property Holdings, LLC represented by Huckstep Law  
LUC-22-00014

- The county attorney's office has reviewed and determined the plat legally sufficient for the BOCC review
- The taxes are current
- HOA approved
- No liens on the property

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-22-00014

Click on file

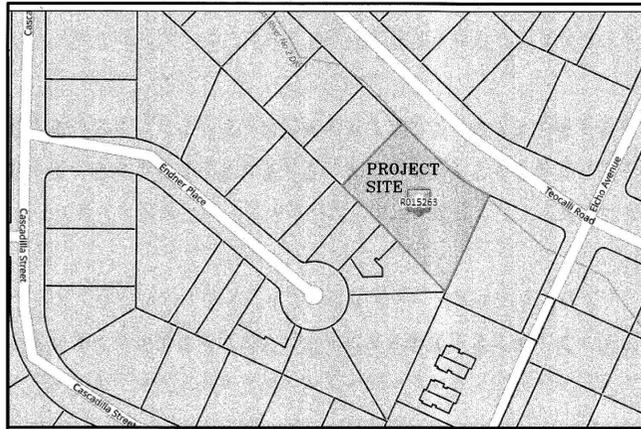
Attachments

View

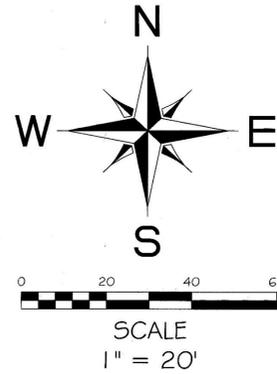
Thanks,  
Beth Baker  
Gunnison County Community and Economic Development

# HIGHPOINT TOWNHOMES

LOCATED WITHIN LOTS 15 & 16,  
CRESTED BUTTE SOUTH—FIRST FILING  
GUNNISON COUNTY, COLORADO



VICINITY MAP  
NOT TO SCALE



## LEGEND

- FOUND 1" PLASTIC CAP, L5 9476, UNLESS OTHERWISE NOTED
- ◆ SET 1 1/2" ALUMINUM CAP L5 37937
- ⊕ ELECTRIC METER
- ⊖ ELECTRIC TRANSFORMER
- ⊙ GAS METER
- ⊕ WATER VALVE
- ⊖ WATER METER
- ⊙ LIGHT POLE
- ⊕ SEWER MAN HOLE
- ⊖ TELEPHONE PEDESTAL
- X — X — FENCE
- E — E — UNDERGROUND ELECTRIC
- S — S — UNDERGROUND SEWER
- G — G — UNDERGROUND GAS LINE
- W — W — UNDERGROUND WATER LINE
- ▭ CONCRETE

## GENERAL NOTES

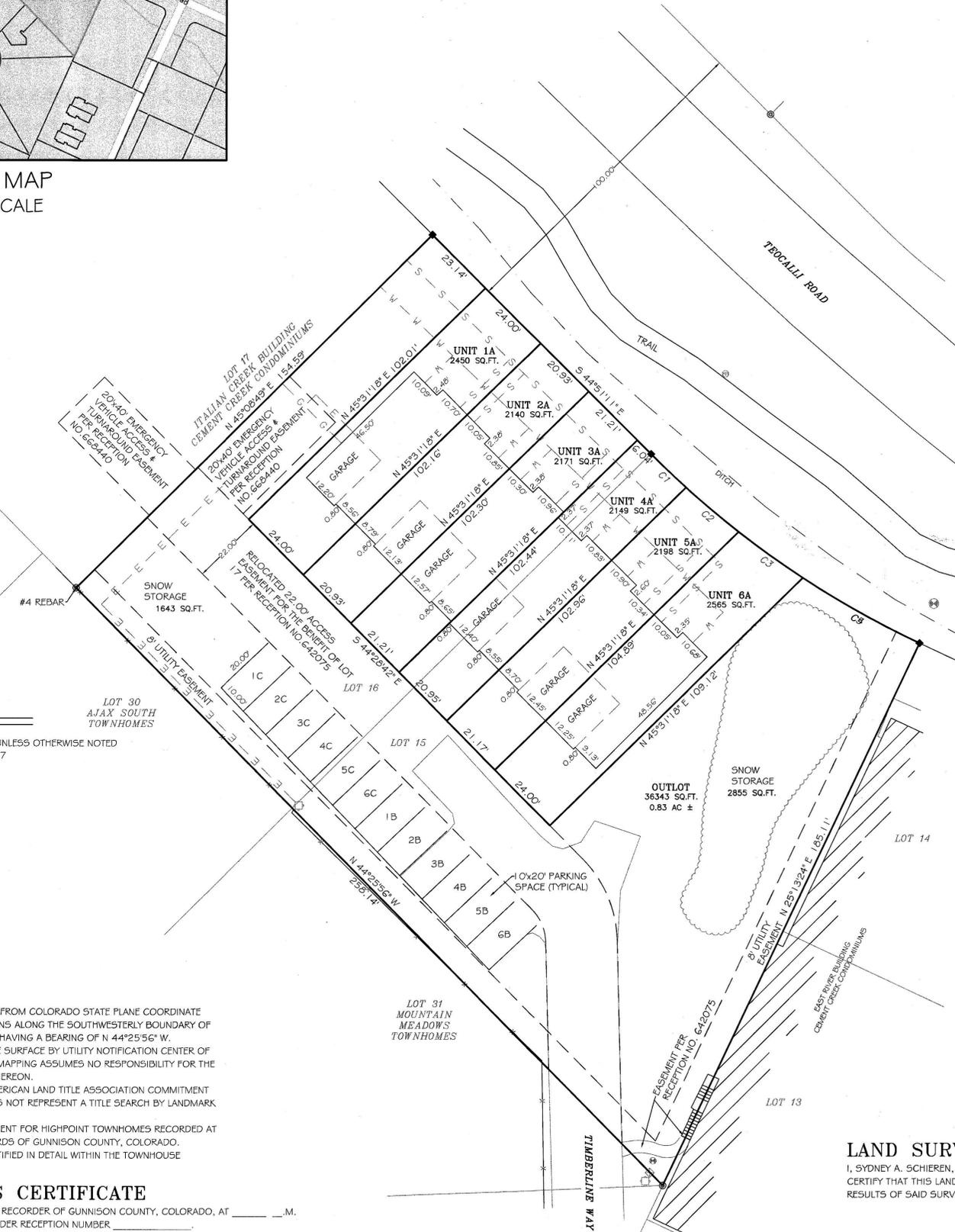
- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 15 & 16 BETWEEN MONUMENTS SHOWN HEREON, HAVING A BEARING OF N 44°25'56" W.
- 2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
- 3) THIS SURVEY PERFORMED IN CONJUNCTION WITH AMERICAN LAND TITLE ASSOCIATION COMMITMENT NO. 616-151, DATED APRIL 15, 2016. THIS PLAT DOES NOT REPRESENT A TITLE SEARCH BY LANDMARK SURVEYING & MAPPING.
- 4) TOWNHOUSE DECLARATION AND PARTY WALL AGREEMENT FOR HIGHPOINT TOWNHOMES RECORDED AT RECEPTION NO. \_\_\_\_\_ IN THE OFFICIAL RECORDS OF GUNNISON COUNTY, COLORADO.
- 5) THE USE AND MAINTENANCE OF THE PARKING IS IDENTIFIED IN DETAIL WITHIN THE TOWNHOUSE DECLARATION AT RECEPTION NO. \_\_\_\_\_.

## CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, AT \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 UNDER RECEPTION NUMBER \_\_\_\_\_.

GUNNISON COUNTY CLERK AND RECORDER

NOTES: ACCORDING TO COLORADO AND NEBRASKA STATUTES, ANY REAL PROPERTY OWNED BY AN INDIVIDUAL OR ENTITY WHOSE NAME APPEARS ON THIS PLAT WHOSE INTEREST IS NOT SHOWN ON THIS PLAT SHALL BE DEEMED TO HAVE BEEN ACQUIRED BY THE SURVEYOR AND SHALL BE SUBJECT TO THE SAME AS IF THE SURVEYOR HAD BEEN THE ORIGINAL GRANTEE THEREOF.



## DEDICATION

HIGHPOINT PROPERTY HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED LAND:

LOTS 15 AND 16, BLOCK 2, CRESTED BUTTE SOUTH—FIRST FILING, ACCORDING TO THE PLAT RECORDED AUGUST 26, 1970 AT RECEPTION NO. 280978, COUNTY OF GUNNISON, STATE OF COLORADO

HAS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS PLAT UNDER THE NAME OF:

## HIGHPOINT TOWNHOMES

AND DOES HEREBY DEDICATE THE OUTLOT TO THE OWNERS OF UNITS 1-6 AND FURTHERMORE DEDICATES THE 22' NON-EXCLUSIVE ACCESS EASEMENT TO THE OWNERS OF UNITS IN THE ITALIAN CREEK BUILDING, CEMENT CREEK CONDOMINIUMS.

IN WITNESS WHEREOF, RICHARD ALBRITTON, AS MANAGING MEMBER OF HIGHPOINT PROPERTY HOLDINGS, LLC, HAS SUBSCRIBED HIS NAME THIS 7th DAY OF June, 2022.

*Richard Albritton*  
RICHARD ALBRITTON

STATE OF Colorado  
COUNTY OF Gunnison

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF June, 2022 BY RICHARD ALBRITTON AS MANAGING MEMBER OF HIGHPOINT PROPERTY HOLDINGS, LLC.

MY COMMISSION EXPIRES: 11/1/2023

WITNESS MY HAND AND OFFICIAL SEAL

*Kaitlyn Theriault Archambault*  
KAITLYN THERIAULT ARCHAMBAULT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 200803226  
MY COMMISSION EXPIRES NOVEMBER 9, 2023

## CRESTED BUTTE SOUTH P.O.A. APPROVAL

THIS PLAT OF HIGHPOINT TOWNHOMES IS APPROVED THIS 21st DAY OF May, 2022

BY: *Andrew Sandstrom*  
ANDREW SANDSTROM  
PRESIDENT OF THE BOARD OF DIRECTORS,  
CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION INC.

## BOARD OF COUNTY COMMISSIONER'S APPROVAL

THIS PLAT OF HIGHPOINT TOWNHOMES IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AND THE PRIVATE DEDICATION OF ROADS AND COMMON AREAS IS APPROVED ON THE CONDITION THAT SUCH ROADS AND COMMON AREAS SHALL BE MAINTAINED AND SNOWPLOWED, BY AND AT THE EXPENSE OF THE LOT OWNERS AND NOT BY GUNNISON COUNTY OR ANY OTHER PUBLIC AGENCY.

BY: \_\_\_\_\_  
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST:

GUNNISON COUNTY CLERK & RECORDER

## LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

*Sydney A. Schieren*  
SYDNEY A. SCHIEREN  
COLORADO P.L.S. 37937



## ATTORNEY'S OPINION

I, AARON HUCKSTEP, BEING ATTORNEY-AT-LAW DULY LICENSED TO PRACTICE BEFORE COURTS OF RECORD IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

1. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded August 12, 1901 in Book 101 at page 248.
2. Easement and right of way for cattle driveway as reserved in Warranty Deed recorded October 1, 1936 with the Clerk and Recorder of Gunnison County, Colorado in Book 245 at page 364, in which the specific location of the easement is not defined.
3. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Covenants and Restrictions of Crested Butte South recorded August 26, 1970, in Book 420 at page 404; in Crested Butte South Property Owners' Association Board of Directors concerning the amendment of the Covenants and Restrictions of Crested Butte South recorded January 21, 1983 in Book 589 at page 304; in resolution concerning the installation and use of satellite dishes recorded December 8, 1988 in Book 661 at page 284; in resolution concerning the use and installation of solid fuel burning devices recorded April 27, 1990 in Book 677 at page 578; in resolution concerning dogs running at large recorded April 27, 1990 in Book 677 at page 581; in resolution concerning impounded dogs recorded November 20, 1990 in Book 684 at page 901; in resolution concerning individual wells and sewage disposal systems recorded June 8, 1993 in Book 725 at page 218; in resolution amending the Covenants and Restrictions of Crested Butte South recorded October 22, 1993 in Book 733 at page 740; in resolution concerning wells and individual sewer disposal systems recorded December 15, 1994 in Book 757 at page 223; in amendment regarding regulation of modular or factory built structures recorded May 1, 1996 in Book 782 at page 202; in amendment regarding the minimum size of multi-family structures recorded May 1, 1996 in Book 782 at page 203; in amendment regarding residential uses on commercial property recorded May 1, 1996 in Book 782 at page 204; in amendment regarding resubdivision recorded May 1, 1996 in Book 782 at page 205; in notice of amendment of Covenants and Restrictions of Crested Butte South recorded November 22, 1996 under Reception No. 472225; in resolution concerning the provision of a legal survey as an architectural submittal requirement recorded March 27, 1998 under Reception No. 482581; in resolution concerning setbacks for driveways, septic tanks and wells recorded April 30, 1998 under Reception No. 483318; in resolution concerning lot appearance recorded October 19, 1998 under Reception No. 487930; in resolution of rules and regulations regarding dogs recorded November 8, 1999 under Reception No. 497644; in amended resolution concerning building deposits recorded March 22, 2001 under Reception No. 509429; in resolution regarding outdoor commercial vendors recorded September 25, 2001 under Reception No. 514482; in resolution concerning the provision of the use of metal siding on the exterior of buildings in Crested Butte South recorded February 5, 2002 under Reception No. 517978; in resolution regarding fines for violations of covenants recorded June 23, 2003 under Reception No. 531851; and in amendment to Covenants and Restrictions of Crested Butte South recorded February 23, 2004 under Reception No. 539220; and in resolution regarding the adoption of a short term rental policy by the Crested Butte South property owners Association, Inc. recorded May 22, 2018 under Reception No. 653309.

4. Easements, conditions, covenants, restrictions, reservations and notes on the plat of Crested Butte South - First Filing recorded August 26, 1970 at Reception No. 280978. Note: easements shown on the plat are subject to relocation pursuant to provisions of "Covenants and Restrictions" recorded August 26, 1970 in Book 420 at page 404.
5. Easement and right of way for roads over the rights-of-way in Crested Butte South, all filings, for access to and from lands owned by Crested Butte Highlands, Inc. as granted by instrument dated September 28, 1976 and recorded May 12, 1977 with the Clerk and Recorder of Gunnison County, Colorado in Book 502 at page 237.
6. Terms, conditions and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 03-46 recorded September 25, 2003 at Reception No. 535203.
7. Terms, conditions and provisions of Gunnison County, Colorado Certificates of Administrative Review Certification No. 33, Series 2004 recorded April 22, 2003 at Reception No. 529890 and recorded May 14, 2004 at Reception No. 542038. (Lot 20, Blk 2)
8. Terms, conditions, and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 43, Series 2004 recorded July 20, 2004 at Reception No. 544256.
9. Terms, conditions, and provisions contained in Board of County Commissioners of the County of Gunnison, Colorado Resolution No. 2008-38 recorded September 03, 2008 at Reception No. 586264; Resolution No. 2017-5 amending Resolution 2008-38 recorded March 8, 2017 at Reception No. 645299.
10. Any matters disclosed on Boundary Map recorded January 20, 2011 under Reception No. 603344.
11. Terms, conditions, and provisions contained in Easement Agreement recorded September 19, 2016, under Reception No. 642075. (as to Lots 15, 16, Blk 2)
12. Terms, conditions and provisions of Board of County Commissioners of Gunnison County, Colorado Resolution No. 2017-6 recorded March 08, 2017 at Reception No. 645298.
13. Terms, conditions, provisions, burdens and obligations as set forth in Easement Agreement recorded July 13, 2020 under Reception No. 667649 and in Emergency Access Easement Agreement recorded August 12, 2020 under Reception No. 668440.
14. Terms, conditions and provisions of Resolution No. 14 Series 2020 recorded September 01, 2020 at Reception No. 668955.
15. Terms, conditions and provisions contained in Cluster Declaration recorded April 22, 2022, under Reception No. 684263
16. Those provisions, covenants and conditions, easements and restrictions, which are a burden to the Townhome Units identified on this Plat, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the Declaration and Party Wall Agreement of Highpoint Townhomes recorded \_\_\_\_\_, 20\_\_\_\_, at Reception No. \_\_\_\_\_.

DATED THIS 7th DAY OF June, 2022

*Aaron Huckstep*  
AARON HUCKSTEP, REGISTRATION NO. 39898  
HUCKSTEP LAW LLC, PO BOX 2958, CRESTED BUTTE, CO 81230

REVISED:	<h3>HIGHPOINT TOWNHOMES</h3> <p>LOCATED WITHIN LOTS 15 &amp; 16, CRESTED BUTTE SOUTH—FIRST FILING GUNNISON COUNTY, COLORADO</p>
JOB # 21116	
DATE: MAY 17, 2022	
SHEET 1 OF 1	
<h2>LANDMARK SURVEYING &amp; MAPPING</h2> <p>P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031</p>	

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Buckley Drive Condominium No. 2 Supplemental Map;

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Buckley Dr. Condo No. 2 Supplemental Map  
Lot 1. Riverland and Industrial Park

**Fiscal Impact:**

**Submitted by:** Beth Baker

**Submitter's Email Address:** bbaker@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/8/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 5

Agenda Date: 6/21/2022



Date: June 7, 2022

RE: Buckley Dr. Condominium Supplemental Map  
LUC-22-00023

- The county attorney's office has reviewed and determined the plat legally sufficient for the BOCC review
- The taxes are current
- HOA approval
- Lender approval

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-22-00023

Click on file

Attachments

View

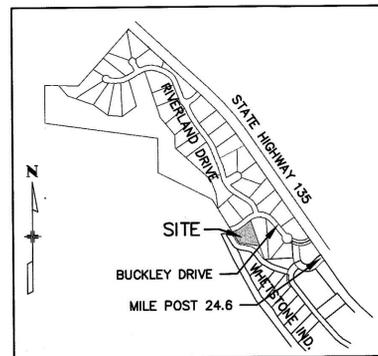
Thanks,

Beth Baker

Gunnison County Community and Economic Development

MAP OF  
**BUCKLEY DRIVE CONDOMINIUMS NO. 2**  
 LOT 1, RIVERLAND AN INDUSTRIAL PARK  
 GUNNISON COUNTY, COLORADO

LOCATED WITHIN THE NE 1/4 NE 1/4 SECTION 13  
 TOWNSHIP 14 SOUTH, RANGE 86 WEST, OF THE 6TH PRINCIPAL MERIDIAN



VICINITY MAP  
 1"=1000'

**ATTORNEY'S OPINION**

I, Aaron J. Huckstep, being an Attorney-at-Law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands herein dedicated and shown upon this Plat and title to such lands is in the dedicatory free and clear of all liens, taxes and encumbrances, except as follows:

- Reservations and rights of way by authority of United States, in U.S. Patent recorded May 14, 1919 in Book 184 at page 164 and all other matters contained therein or Acts Authorizing the issuance thereof.
- Easements and rights of way as reserved by John L. Rozman, Jr. and Marilyn K. Rozman in Warranty Deed recorded November 20, 1981 in Book 574 at Page 352.
- Subject to a non-exclusive right of way for ingress and road right of way which presently traverses part of subject property, subject to the condition that the grantee may relocate the road and road right of way to an alternate location which would replace the existing roadway, but still connect with and continue onto the grantor's property at the same point of intersection as contained in the Quit Claim Deed from C. Michael Verplank, Robert G. Godwin, W. A. Frame and Dennis Rozman to Riverland Joint Venture, a Colorado general partnership, recorded January 20, 1982, in Book 576 at Page 390.
- An easement and right of way for the construction, installation and maintenance for the headgate, ditch, pump and pipeline of the Anna Rozman Ditch as reserved in the Quit Claim Deed from C. Michael Verplank, Robert G. Godwin, W. A. Frame and Dennis Rozman to Riverland Joint Venture, a Colorado general partnership, recorded January 20, 1982, in Book 576 at Page 390, and any and all assignments thereof or interests therein.
- Covenants, conditions, restrictions, easements, reservations and lien rights, which do not include a forfeiture or reverter clause as set forth in the Declaration of Protective Covenants for Riverland Industrial Park recorded September 14, 1982 in Book 584 at Page 304, and the Addendum to the Declaration of Protective Covenants recorded December 28, 1982, in Book 588 at Page 581, and in Amendment recorded May 20, 1995 at Reception No. 483743.
- Easements, notes, and recitals as set forth on the recorded Plat of Riverland - An Industrial Park Filing 1, recorded September 14, 1982, bearing Reception No. 389534.
- Terms and conditions as contained in Finding of No Impact Cert #6, Series 1998, recorded April 15, 1998 at Reception No. 482991.
- Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat of Buckley Drive Condominiums recorded March 5, 2002 at Reception No. 518663.
- Covenants, conditions, restrictions, reservations and lien rights, which do not contain a forfeiture or reverter clause, set forth in the Condominium Declaration Buckley Drive Condominiums, recorded March 5, 2002 at Reception No. 518664; Amendment to Condominium Declaration recorded July 1, 2002 at Reception No. 521638; First Supplement and First Amendment to the Condominium Declaration for Buckley Drive Condominiums recorded May 18, 2021 at Reception No. 678008; and any and all amendments and supplements thereto.
- Restrictive Covenant recorded March 5, 2002 at Reception No. 518665; subject to the terms, conditions, provisions and obligations contained therein.
- Assignment of Development Rights recorded July 1, 2002 at Reception No. 521639 and Assignment of Development Rights recorded April 14, 2021 at Reception No. 675102; subject to the terms, conditions, provisions and obligations contained therein.
- Terms and conditions as contained in Certificate of Administrative Review Approval recorded March 6, 2002 at Reception No. 518678.
- Gunnison County, Certificate of Variance Approval, Certificate No. 68, Series 2020 recorded June 19, 2020 at Reception No. 687147; subject to the terms, conditions, provisions and obligations contained therein.

Dated this 7<sup>th</sup> day of June, 2022.

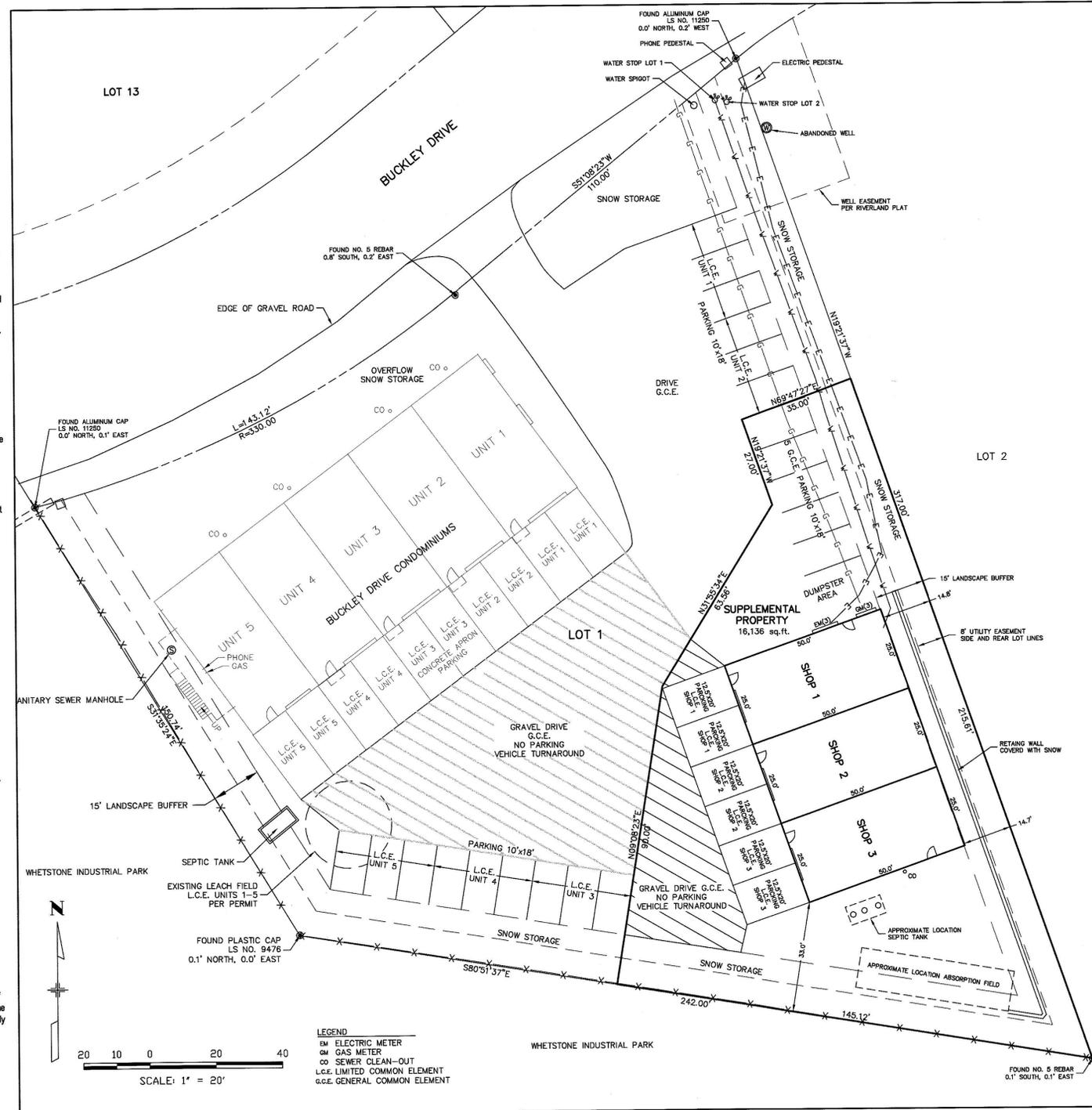
*Aaron J. Huckstep*  
 Aaron J. Huckstep,  
 Atty. No. 39898

**LAND SURVEYOR'S CERTIFICATE**

I, Norman C. Whitehead, a professional land surveyor in the State of Colorado, certify that this Condominium Map and the survey of Buckley Drive Condominiums were made by me and under my direct responsibility, supervision and checking and are accurate to the best of my knowledge; that the improvements as constructed conform substantially to this map; and that this map fully and accurately depicts the layout, measurements and location of all of the improvements on the real property, the condominium unit designations, and the dimensions of such units and the elevations of the unfinished floors and ceilings.

Dated this 16th day of May, 2022.

*Norman C. Whitehead*  
 Norman C. Whitehead, P.E.-P.L.S.  
 Colorado No. 27739



**NOTES:**

- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N19°21'37"W, BETWEEN THE SOUTHEAST AND NORTHEAST OF LOT 1, BOTH CORNERS BEING MONUMENTED SHOWN HEREON.
- LINEAR UNITS ARE IN US SURVEY FEET.
- ANY SUBSURFACE UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND SHALL NOT BE USED FOR DIGGING. CONTACT THE APPROPRIATE UTILITY COMPANIES AND 811 FOR LOCATIONS PRIOR TO DIGGING.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.

**LEGEND**  
 EM ELECTRIC METER  
 GM GAS METER  
 CO SEWER CLEAN-OUT  
 L.C.E. LIMITED COMMON ELEMENT  
 G.C.E. GENERAL COMMON ELEMENT

**DEDICATION**

R&D Development, LLC, a Colorado limited liability company, being the owner of the land described as follows:  
 SUPPLEMENTAL PROPERTY OF BUCKLEY DRIVE CONDOMINIUMS, according to the official plat thereof, recorded March 5, 2002, bearing Reception No. 518663.  
 Said "Supplemental Property" is also described as:

A parcel of land located within Lot 1, Riverland- an Industrial Park, Filing 1, according to the official plat thereof recorded September 14, 1982 at Reception No. 389534, and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, thence North 80°51'37" West a distance of 145.12 feet;  
 thence North 09°08'22" East a distance of 90.00 feet;  
 thence North 31°55'34" East a distance of 63.56 feet;  
 thence North 19°21'37" West a distance of 27.00 feet;  
 thence North 69°47'27" East a distance of 35.00 feet;  
 thence South 19°21'37" East a distance of 215.61 feet to the point of beginning.

County of Gunnison, State of Colorado, containing 0.37 acres, more or less, under the name of SUPPLEMENTAL MAP OF BUCKLEY DRIVE CONDOMINIUMS, have laid out, platted and/or subdivided the same as shown on this Condominium Map and do hereby permanently dedicate and convey to the owners of units within Buckley Drive Condominiums and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.  
 In witness whereof, R&D Development, LLC, a Colorado limited liability company, has subscribed its name this 23 day of May, 2022.

R&D Development, LLC, a Colorado limited liability company

By: *Shannon Renick*  
 Shannon Renick, Member  
 By: *Chris Renick*  
 Chris Renick, Member  
 By: *Sydney Dickinson*  
 Sydney Dickinson, Member  
 By: *Rob Dickinson*  
 Rob Dickinson, Member

STATE OF Colorado ss.  
 County of Gunnison ss.

The foregoing Statement of Authority was acknowledged before me this 23 day of May, 2022 by Shannon Renick and Chris Renick, as Members, R&D Development, LLC, a Colorado limited liability company.  
 Witness my hand and official seal.

(SEAL) *Lori Mapes*  
 Lori Mapes  
 Notary Public  
 State of Colorado  
 Notary ID # 20064027379  
 My Commission Expires 08-15-2022

The foregoing Statement of Authority was acknowledged before me this 19th day of May, 2022 by Sydney Dickinson and Rob Dickinson, as Members, R&D Development, LLC, a Colorado limited liability company.

(SEAL) *Katlyn Theriault*  
 Katlyn Theriault  
 Notary Public  
 State of Colorado  
 Notary ID # 200840426  
 My Commission Expires November 9, 2023

**Joinder of Lienor**

The undersigned, beneficiary under that certain Deed of Trust recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ in the office of the Clerk and Recorder of Gunnison County, Colorado, as amended and supplemented from time to time (the "Deed of Trust"), for itself and its successors and assigns, approves the Plat herein affecting the Property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by that Plat.

**GUNNISON BANK AND TRUST COMPANY**

By: *Christina F. Kempin*  
 Name: Christina F. Kempin  
 Title: Executive Officer  
 STATE OF Colorado ss.  
 County of Gunnison ss.

The foregoing Statement of Authority was acknowledged before me this 6th day of June, 2022 by *Christina F. Kempin* as Executive Officer of GUNNISON BANK AND TRUST COMPANY.

(SEAL) *Katlyn Theriault*  
 Katlyn Theriault  
 Notary Public  
 State of Colorado  
 Notary ID # 200840426  
 My Commission Expires November 9, 2023

**RIVERLAND LOT OWNERS ASSOCIATION APPROVAL**

The within Supplemental Map of Buckley Drive Condominiums, Gunnison County, Colorado is approved this 6 day of June, 2022.

*President of the Board of Directors*  
 Riverland Lot Owners Association

**BOARD OF COUNTY COMMISSIONERS APPROVAL**

The within Supplemental Map of Buckley Drive Condominiums is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the unit owners and not by Gunnison County or any other public agency.

Chairman  
 ATTEST:  
 County Clerk

**GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE**

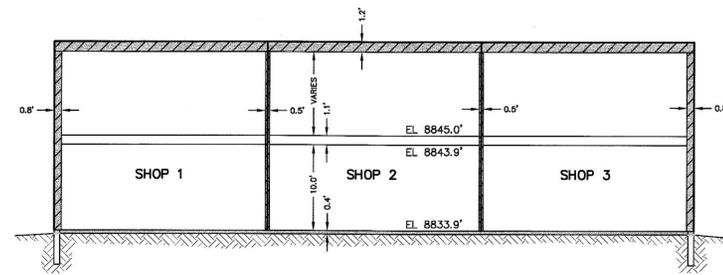
This Supplemental Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Reception No. \_\_\_\_\_, time \_\_\_\_\_ o'clock \_\_\_\_\_ m.  
 County Clerk

MAP OF  
**BUCKLEY DRIVE CONDOMINIUMS NO.2**  
 LOT 1, RIVERLAND AN INDUSTRIAL PARK

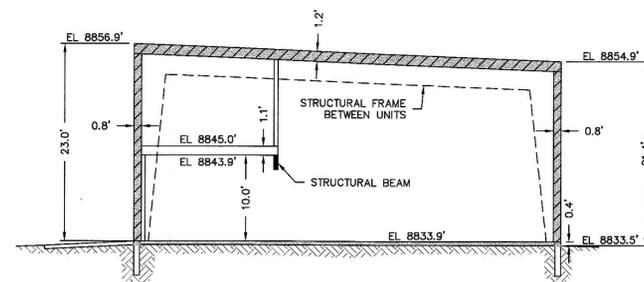
COVER / SITE

Prepared By:  
**NCW & Associates, Inc.**  
 P.O. Box 3688 Crested Butte  
 (970) 349-6384 Colorado 81224

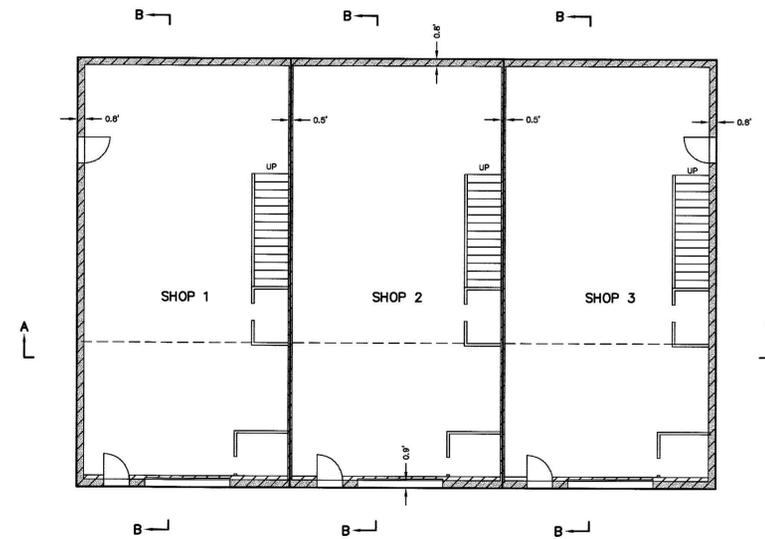
PROJECT: 22061.00 DWG: CON001  
 DATE: 4/20/22 SHEET 1 OF 2



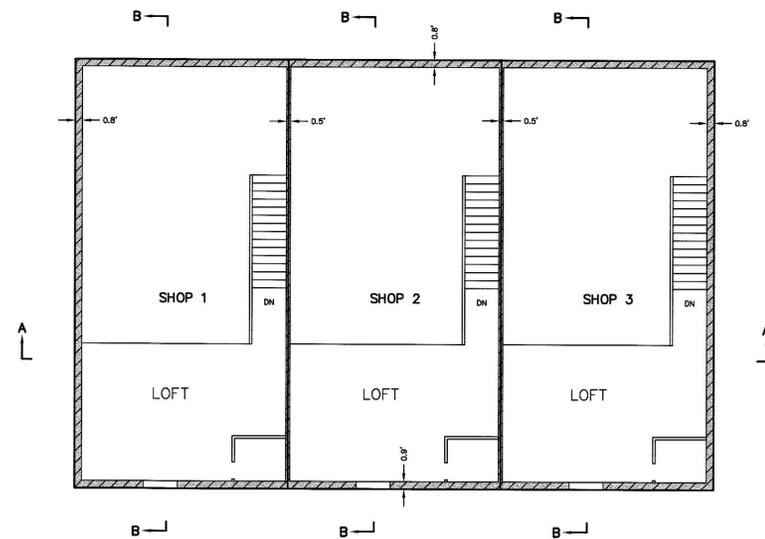
SECTION A-A



SECTION B-B

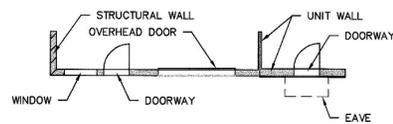


LOFT LEVEL



MAIN LEVEL

LEGEND



MAP OF  
BUCKLEY DRIVE CONDOMINIUMS NO. 2  
LOT 1, RIVERLAND AN INDUSTRIAL PARK

PLAN AND ELEVATIONS

Prepared By: **NCW & Associates, Inc.**  
P.O. Box 3688 Crested Butte  
(970) 349-6384 Colorado 81224  
PROJECT: 22061.00 DWG.: CONDO2  
DATE: 4/20/22 SHEET 2 OF 2

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Boundary Line Adjustment Plat and Proposed Amended

---

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Lots 5,6 & 7 Whetstone Ind. Park Boundary Line Adjustment & Covenant Amendment

**Fiscal Impact:**

**Submitted by:** Beth Baker

**Submitter's Email Address:** bbaker@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/8/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/10/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/21/2022

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Date: June 6, 2022

RE: Boundary Line Adjustment – Whetstone Industrial Park  
LUC-21-00042

The applicants have submitted a boundary line adjustment plat/ application. Lots 5,6, & 7 Whetstone Industrial Park. The purpose of the plat is to adjust boundary lines between Lots 5,6 & 7, with the intention of vacating the three existing lots and building envelopes into two new lots. Lot 5A will be 2.181 acres and Lot 7 will remain 1 acre in size.

They are also proposing an amendment to the lot designations and potential restriction of adjacent lots.

- The county attorney's office has determined the plat to be legally sufficient for BOCC review of the application
- The POA has approved
- The taxes are current
- There are no liens on the lots
- Attached proposed plat
- Attached proposed amended covenant lot designation

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-21-00042

Click on file

Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development





**OWNER OF LOT 8**

L&D Ranches, LLC, a Colorado limited liability company William J. Lacy, Jr.

By: Whetstone Industrial Park, Inc., a Colorado corporation, its Managing Member

By: William J. Lacy, Jr.  
William Joseph Lacy, Jr., President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Gunnison )

The foregoing instrument was acknowledged before me this 31 day of January, 2022, by William Joseph Lacy, Jr., President of Whetstone Industrial Park, Inc., a Colorado corporation, Managing Member of L&D Ranches, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: 11/08/2025.

Maxwell Ryan  
Notary Public



**THE ASSOCIATION:**

Whetstone Industrial Park Lot Owners Association, Inc., a Colorado nonprofit corporation

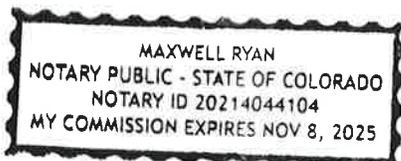
By: William J. Lacy, Jr.  
William Joseph Lacy, Jr., President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Gunnison )

The foregoing instrument was acknowledged before me this 31 day of January, 2022, by William Joseph Lacy, Jr., President of Whetstone Industrial Park Lot Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.  
My commission expires: 11/08/2025.

Maxwell Ryan  
Notary Public



**APPROVED BY GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Jonathan Houck, Chairperson

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk





**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Boundary Line Adjustment Plat and Related Deeds; Brush Creek Parcels Situated with Secti

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Boundary line adjustment between Gers and Gunnison County parcels.

**Fiscal Impact:**

**Submitted by:** Cathie Pagano

**Submitter's Email Address:** cpagano@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/16/2022

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 6/17/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 6/21/2022

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

From: Cathie Pagano, Assistant County Manager for Community and Economic Development  
To: BOCC  
Date: June 15, 2022  
Re: County/Gers Boundary Line Adjustment

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Gunnison County and George Gers are under contract for a land sale transaction. The transaction hinges on the completion of the attached boundary line adjustment. The County plans to adjust the boundaries of the three parcels to create one larger County-owned parcel and one parcel that the Gers will retain for possible future development. Development of either parcel shall be required to comply with the Gunnison County Land Use Resolution and may require a land use change permit. Please contact me with any questions. Thanks.

## ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to tall lands herein dedicated and subdivided. Such title is vested in The Board of County Commissioners of the County of Gunnison, Colorado as to the Adjusted Gunnison County Commissioners Parcel and, as to the Adjusted Gers Parcel, George A. Gers, also known as George Gers and Eileen Gers and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. ALL MATTERS SHOWN HEREON.
2. THE LIEN FOR REAL PROPERTY TAXES FOR THE CURRENT AND FUTURE YEARS.
3. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 03, 1919, IN BOOK 184 AT PAGE 167.
4. RIGHT OF WAY DEED CONVEYED TO THE COUNTY OF GUNNISON RECORDED AUGUST 5, 1952 IN BOOK 291 AT PAGE 54.
5. EASEMENT GRANTED TO THE STATE HIGHWAY COMMISSION OF COLORADO, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF HIGHWAYS RECORDED OCTOBER 1, 1952 IN BOOK 291 AT PAGE 106.
6. TERMS, CONDITIONS AND PROVISIONS OF CIVIL ACTION NO. C-6640 RECORDED SEPTEMBER 27, 1976 IN BOOK 496 AT PAGE 395.
7. EASEMENT FOR INGRESS AND EGRESS AS SET FORTH AND GRANTED IN QUITCLAIM DEED RECORDED FEBRUARY 4, 1994 IN BOOK 740 AT PAGE 100.
8. ANY TAX, LIEN OR FEE RESULTING FROM INCLUSION IN GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 7, 2021 UNDER RECEPTION NO. 681553.
9. SUBJECT TO ANY LIMITED RIGHTS OF ACCESS IMPOSED BY THE STATE HIGHWAY AUTHORITY.
10. EASEMENT GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC., FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 28, 1999, UNDER RECEPTION NO. 494907.
11. EASEMENT GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC., FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 28, 1999, UNDER RECEPTION NO. 494906.
12. TERMS, CONDITIONS AND PROVISIONS OF DECREE RECORDED JANUARY 30, 1980 IN BOOK 546 AT PAGE 926.
13. EASEMENT GRANTED TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC., FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 19, 1999, UNDER RECEPTION NO. 495528.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 22-2006 RECORDED MARCH 15, 2006 UNDER RECEPTION NO. 563604.
15. TERMS, CONDITIONS AND PROVISIONS IN AUGMENTATION CERTIFICATE RECORDED NOVEMBER 28, 2006 UNDER RECEPTION NO. 571241.
16. TERMS, CONDITIONS, PROVISIONS SET FORTH IN RESOLUTION NO. 39-2008 RECORDED SEPTEMBER 19, 2008 UNDER RECEPTION NO. 586576.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SITE AND IMPROVEMENT LEASE AGREEMENT RECORDED FEBRUARY 11, 2019

UNDER RECEPTION NO. 658635, AND IN LEASE PURCHASE AGREEMENT RECORDED  
FEBRUARY 11, 2019 UNDER RECEPTION NO. 658636.  
18. TERMS, CONDITIONS AND PROVISIONS OF PROVISIONAL AUGMENTATION  
CERTIFICATE RECORDED MARCH 15, 2019 UNDER RECEPTION NO. 659092.

Dated this \_\_\_ day of June, A.D. 2022.

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Attorney-at-Law  
Attorney Reg. #: 40546

**BARGAIN AND SALE DEED**

The Board of County Commissioners of the County of Gunnison, Colorado for good and valuable consideration of \$10.00, in hand paid, hereby sells and conveys to George Gers and Eileen Gers, as joint tenants, whose address is 715 Glen Ct, Unit 20, Grand Junction, CO 81506, the following real property in the County of Gunnison and State of Colorado, to wit:

The Adjusted Gers Parcel as shown and depicted on the Brush Creek Parcels Boundary Line Adjustment plat as recorded in the real property records of Gunnison County, Colorado, at reception number \_\_\_\_\_,

County of Gunnison,  
State of Colorado,

with all its appurtenances.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON,  
COLORADO

By: \_\_\_\_\_  
Jonathan Houck, Chair of Board of  
County Commissioners

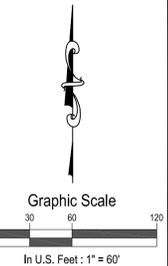
ATTEST:

\_\_\_\_\_  
Deputy County Clerk



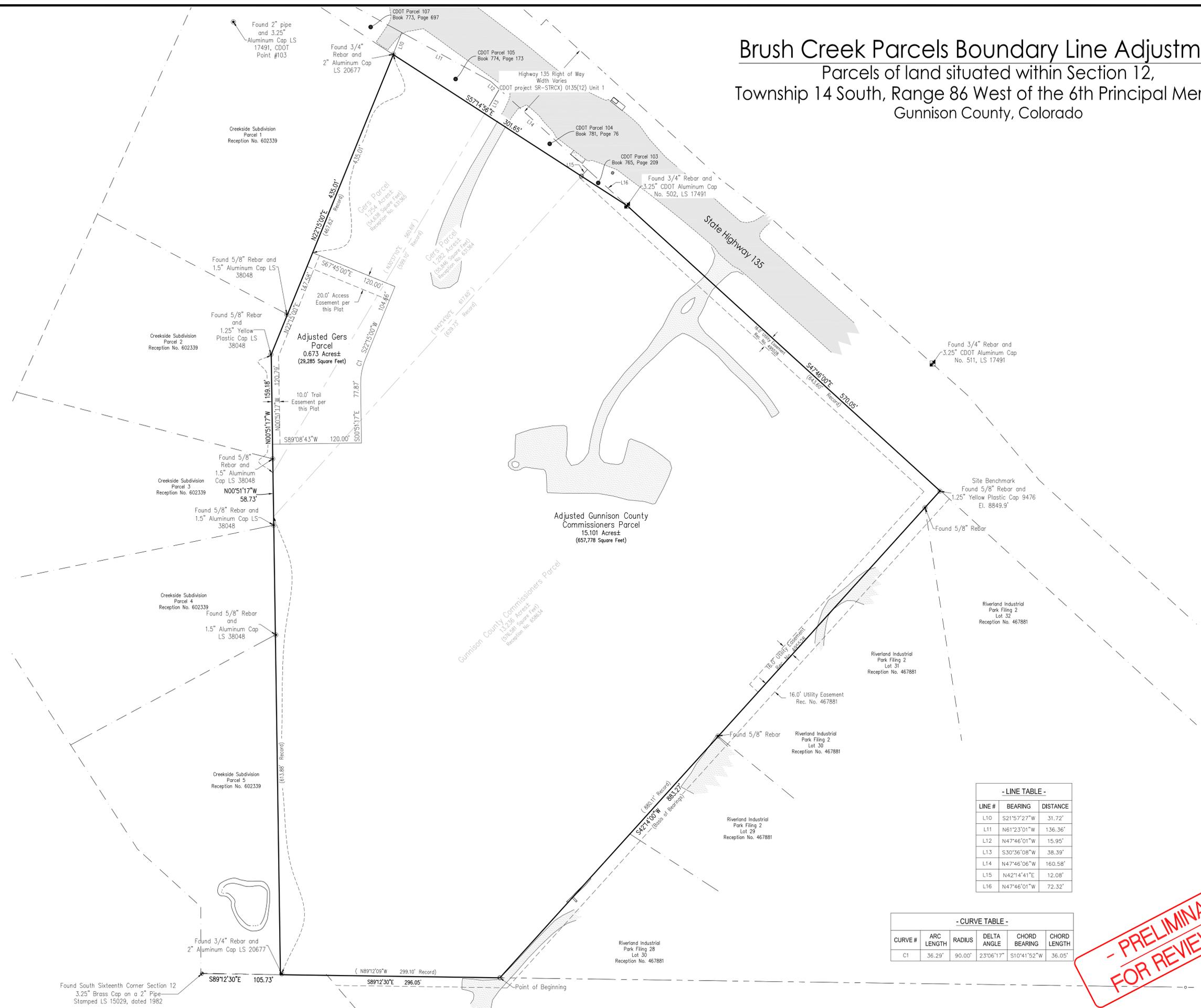
# Brush Creek Parcels Boundary Line Adjustment

Parcels of land situated within Section 12,  
Township 14 South, Range 86 West of the 6th Principal Meridian  
Gunnison County, Colorado



**SGM**  
103 W. Tomichi Ave., Suite A  
Gunnison, CO 81230  
970.641.5355 www.sgm-inc.com

Gunnison County  
Commissioners Parcel  
Gunnison County, Colorado



- LINE TABLE -

LINE #	BEARING	DISTANCE
L10	S21°57'27"W	31.72'
L11	N61°23'01"W	136.36'
L12	N47°46'01"W	15.95'
L13	S30°36'08"W	38.39'
L14	N47°46'06"W	160.58'
L15	N42°14'41"E	12.08'
L16	N47°46'01"W	72.32'

- CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.29'	90.00'	23°06'17"	S10°41'52"W	36.05'

- PRELIMINARY -  
FOR REVIEW ONLY

Date	By	Revision
		Preliminary Not For Construction

Job No. 2018-288.007  
Drawn by EB  
Date: 05/24/2022  
Approved: EB  
File: GunCoBLA.dwg

Title: Preliminary Boundary Line Adjustment Plat  
Sheet No. 2  
Of: 2

A:\2018\2018-288-GunnisonCounty\2018-BrushCreekParcel\H-Dwg\Survey\Drawings\Boundaries\GunCoBLA.dwg Plotter: 5/24/2022 2:08 PM By: Erik Bjornstad

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** BLM invite to participate as a Cooperating Agency

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

BLM has sent an invitation to be a Cooperating Agency on the preparation of the Gunnison Sage-Grouse Resource Management Plan Amendment/Draft Environmental Impact Statement: a response deadline is June 30, 2022. The initial email and attached invitation letter with more

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

**Submitter's Email Address:** mbollig@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 6/8/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 6/21/2022

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## Melanie Bollig

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**Subject:** FW: BLM Gunnison Sage-Grouse RMP Amendment Cooperating Agency Invite  
**Attachments:** 2022-0601 BLM GUSG RMP Amendment Cooperating Agency Invitation\_Signed.pdf  
**Importance:** High

**From:** BLM\_CO\_GUSG\_RMPA <BLM\_CO\_GUSG\_RMPA@blm.gov>  
**Sent:** Monday, June 6, 2022 4:03 PM  
**Subject:** BLM Gunnison Sage-Grouse RMP Amendment Cooperating Agency Invite  
**Importance:** High

[EXTERNAL SENDER - USE CAUTION]

Hello,

Please see the attached invitation to be a Cooperating Agency on the preparation of the Gunnison Sage-Grouse Resource Management Plan Amendment/Draft Environmental Impact Statement to analyze and disclose the potential effects of amending eleven management plans for Gunnison sage-grouse and sagebrush habitats managed by the BLM.

If you are interested in participating as a Cooperating Agency, please respond by June 30, 2022. We will provide additional details about the process, including establishing a Memorandum of Understanding that identifies expectations and time commitments. If you have questions regarding the project or require additional information, please contact Leah Waldner, Sage-Grouse Coordinator for the BLM Colorado State Office, at [lwaldner@blm.gov](mailto:lwaldner@blm.gov) or (970) 244-3045. The BLM believes that your expertise and perspective is important to the success of the EIS and subsequent management efforts. Thank you for your timely consideration and response. We look forward to hearing from you.

**Leah Waldner** *(she/her)*  
**Sage-Grouse Coordinator**  
**Bureau of Land Management Colorado**  
Grand Junction Field Office  
2815 H Rd  
Grand Junction, CO 81506  
*Office: 970.244.3045*  
*Cell: 970.712.3184*  
[lwaldner@blm.gov](mailto:lwaldner@blm.gov)



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Colorado State Office  
2850 Youngfield Street  
Lakewood, Colorado 80215-7210

In Reply Refer To:  
1610 (CO-930)

June 1, 2022

Dear Cooperator,

The Bureau of Land Management (BLM) invites you to participate as a cooperating agency in the preparation of an environmental impact statement (EIS) for the Gunnison Sage-Grouse Resource Management Plan (RMP) Amendment [DOI-BLM-CO-0000-2022-0004-RMP-EIS] to analyze and disclose the potential effects of amending the RMPs of BLM field offices, national monuments, and national conservation areas with public lands containing habitat for the Gunnison sage-grouse (*Centrocercus minimus*). Information and documents pertaining to this effort will be posted on the BLM ePlanning project website at <https://eplanning.blm.gov/eplanning-ui/project/2019031/510>.

## Project Background

In November 2014 the U.S. Fish and Wildlife Service (FWS) issued their final determination that the Gunnison sage-grouse warranted protection as a threatened species under the Endangered Species Act (ESA). The BLM initiated the Gunnison Sage-Grouse Rangewide RMP Amendment/EIS [DOI-BLM-CO-0000-2014-0001-RMP-EIS] in response, which resulted in the release of a Draft RMP Amendment/Draft EIS in August 2016. The BLM paused, and has now terminated, that effort following notification in April 2018 that the FWS intended to formulate a recovery plan for the species. No Final EIS or Record of Decision was issued. In October 2020 the FWS released the *Final Recovery Plan for Gunnison Sage-Grouse* and an associated *Recovery Implementation Strategy for Gunnison Sage-Grouse* to provide guidance for addressing threats to Gunnison sage-grouse populations and habitat.

The Final Recovery Plan identifies the current range of the species as limited to eight widely scattered and geographically isolated populations—the Gunnison Basin, San Miguel Basin, Piñon Mesa, Crawford, Cerro Summit-Cimarron-Sims Mesa, Poncha Pass, and Dove Creek populations in southern Colorado and the Monticello Population in southeastern Utah—occupying approximately 10% of its recognized historical range that once spanned the Four Corners region across Colorado, Utah, Arizona, and New Mexico. The BLM manages approximately 40 percent of Gunnison sage-grouse habitat across twelve Colorado and Utah counties, including approximately 67 percent of habitat for the largest population—Gunnison Basin—found on BLM-administered lands in the Gunnison Field Office in Gunnison and Saguache counties, Colorado.

The BLM is initiating this planning effort to identify potential threats to the Gunnison sage-grouse and management direction and actions to conserve and enhance occupied and unoccupied habitat in BLM RMPs across the current known range of the species. The process will involve

evaluating nine existing RMPs in Colorado and two in Utah that intersect with Gunnison sage-grouse habitat. The environmental analysis and any resulting plan amendments would be limited to management direction and decisions affecting public lands and federal mineral estate where the BLM has jurisdiction within nineteen Colorado counties and two Utah counties. The attached map shows the preliminary planning area boundary.

### **Invitation to Participate as a Cooperating Agency**

State agencies, local governments, tribal governments, and other federal agencies may serve as cooperating agencies during the EIS process if found to have either jurisdiction by law or special expertise (40 CFR 1508.5). Based on preliminary evaluation, we believe that you meet this criteria. Cooperating agency status provides an opportunity for agencies to collaborate to enhance the BLM's planning efforts. More information about cooperating agencies can be found in the BLM Desk Guide to Cooperating Agency Relationships:

[https://www.blm.gov/sites/blm.gov/files/Services\\_CADRCooperatingAgencyGuide.pdf](https://www.blm.gov/sites/blm.gov/files/Services_CADRCooperatingAgencyGuide.pdf)

The BLM anticipates a timeframe of approximately 24 months from project initiation to issuance of a Record of Decision/Approved RMP Amendment. While review timeframes will be brief and closely adhered to in order to keep the project on schedule, cooperating agencies may negotiate their level of involvement consistent with available staffing and resources. Please be assured that, whether or not you elect to participate as a cooperating agency, the BLM will afford your agency ample opportunities to participate during this planning effort. The BLM recognizes that agency decisions regarding public lands can have an impact on neighboring communities. The involvement of your agency helps ensure that resulting decisions are appropriate and effective.

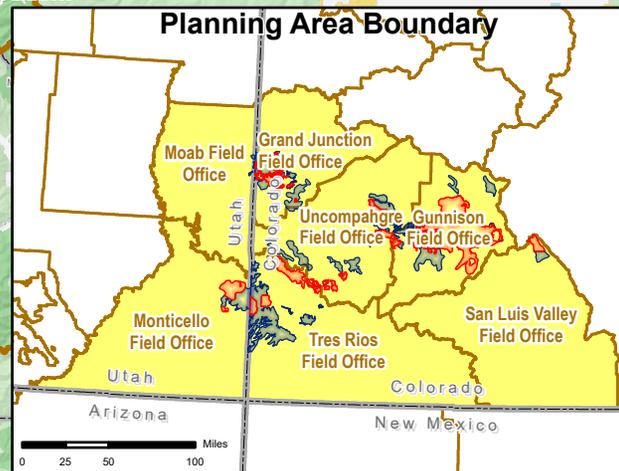
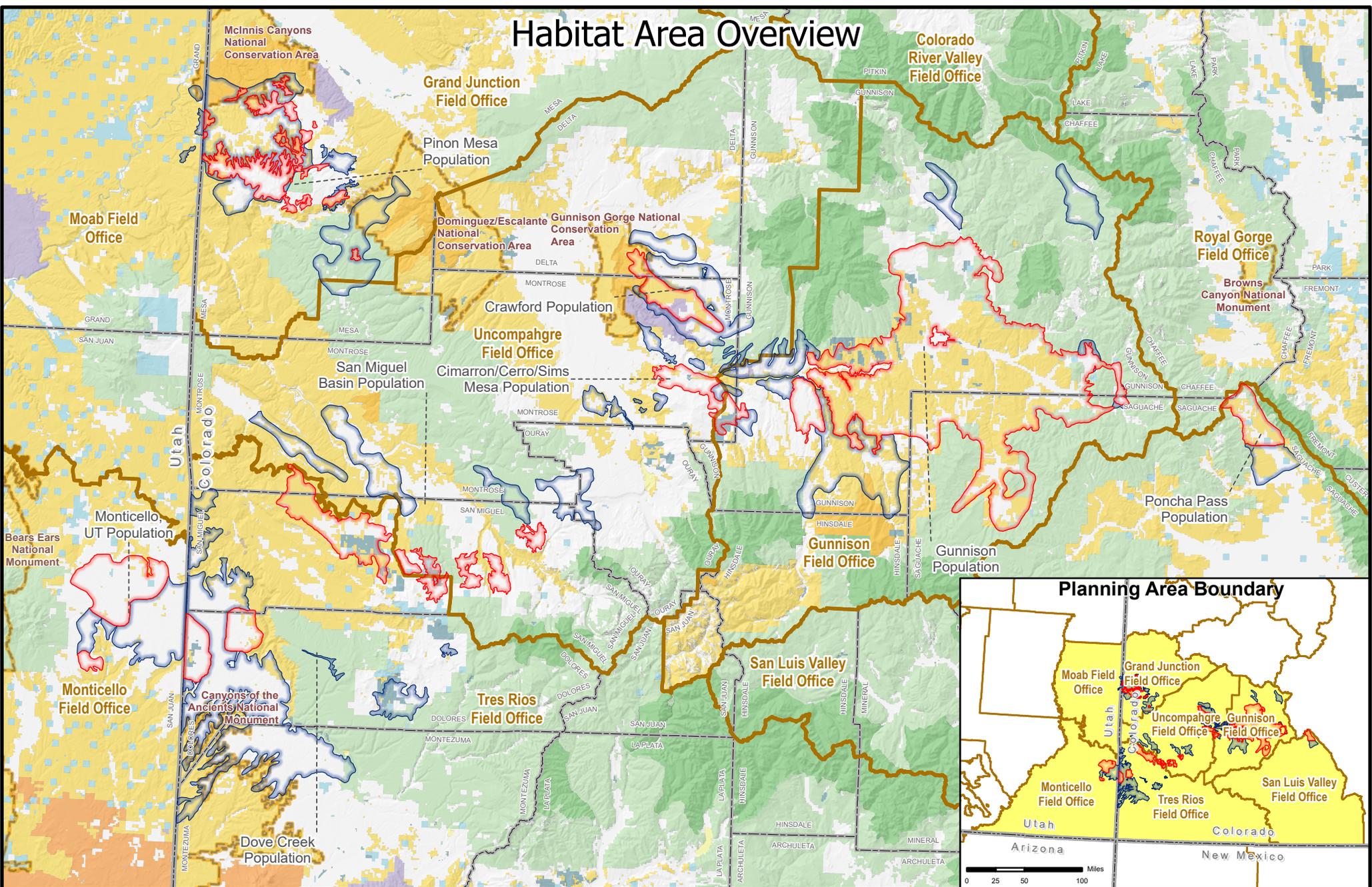
If you are interested in participating as a cooperating agency, please respond by June 30, 2022. We will provide additional details about the process, including establishing a Memorandum of Understanding that identifies expectations and time commitments. If you have questions regarding the project or require additional information, please contact Leah Waldner, Sage-Grouse Coordinator for the BLM Colorado State Office, at [lwaldner@blm.gov](mailto:lwaldner@blm.gov) or (970) 244-3045. The BLM believes that your expertise and perspective is important to the success of the EIS and subsequent management efforts. Thank you for your timely consideration and response. We look forward to hearing from you.

Sincerely,

Alan Bittner  
Deputy State Director, Resources

Attachments: Map of Preliminary Project Boundary  
BLM Colorado and Utah Manager Contact Information

# Habitat Area Overview



- |                              |                                |                                      |                      |                        |
|------------------------------|--------------------------------|--------------------------------------|----------------------|------------------------|
| <b>Habitat Area - Status</b> | County Boundaries              | <b>BLM Surface Management Agency</b> | Indian Reservation   | Private                |
| Occupied                     | BLM Field Offices              | Bureau of Land Management            | US Fish and Wildlife | Other Federal Agencies |
| Unoccupied                   | NLCS National Monuments & NCAs | Bureau of Reclamation                | State                | BLM Wilderness         |
| Planning Area Field Office   |                                | National Park Service                | Local Government     | USFS Wilderness        |
| State Boundaries             |                                | US Forest Service                    |                      |                        |

0 25 50 100 Miles

0 10 20 40 Miles

N

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of the data layers shown on this map. The official land records of the data providers should be checked or current status on any specific tract of land.

**Contact Information**  
**BLM Colorado and Utah Managers with Lands in Planning Area**

Name	Title/Unit	Phone	Email
<b>Rocky Mountain District, Colorado</b>			
Catherine Cook	District Manager	719-269-8554	ccook@blm.gov
Melissa Garcia	Field Manager - San Luis Valley Field Office	719-239-0494	mgarcia@blm.gov
<b>Southwest District, Colorado</b>			
Lisa Dawson	Acting District Manager	970-240-5315	edawson@blm.gov
Raymond O'Neil	Monument Manager - Canyons of the Ancients National Monument	970-882-5616	roneil@blm.gov
Collin Ewing	NCA Manager - Dominguez-Escalante and McInnis Canyons NCAs	970-244-3049	cewing@blm.gov
Edd Franz	NCA Manager - Gunnison Gorge NCA	970-240-5337	efranz@blm.gov
Jon Kaminsky	Field Manager - Gunnison Field Office	970-642-4941	jkaminsky@blm.gov
Connie Clementson	Field Manager - Tres Rios Field Office	970-882-1150	cclementson@blm.gov
Suzanne Copping	Field Manager - Uncompahgre Field Office	970-240-5338	scopping@blm.gov
<b>Upper Colorado District, Colorado</b>			
Gregory Larson	District Manager	970-240-5338	glarson@blm.gov
Gregory Wolfgang	Field Manager - Grand Junction Field Office	970-244-3010	gwolfgan@blm.gov
<b>Canyon Country District, Utah</b>			
Gary Torres	District Manager	435-259-2100	gtorres@blm.gov
Nicollee Gaddis-Wyatt	Field Manager - Moab Field Office	435-259-2100	ngaddiswyatt@blm.gov
Jacob Palma	Acting Field Manager - Monticello Field Office	435-587-1539	jepalma@blm.gov